

**Declaration of the
Covenants, Conditions, and Restrictions for**



THRESHOLD RANCH
RESIDENTIAL AIRPARK

AT BOERNE STAGE AIRFIELD (5C1)

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Declaration of Covenants, Conditions, and Restrictions for



This declaration is made this 20th day of June, 2011 by Threshold Ranch LP, a Texas Limited Partnership, hereinafter referred to as “Declarant”, by and through its general partner, Osprey Soaring School, Inc.

Be it known that THRESHOLD RANCH, L.P., a Texas Limited Partnership, (Declarant), being the owner of all the lots situated within that certain Subdivision known as Threshold Ranch Planned Unit Development,, according to the plat of said subdivision recorded Volume 9615, Pages 188-192 of the Deed and Plat Records of Bexar County, Texas (hereinafter called the “Subdivision”), and desiring to create and carry out a uniform plan for the improvement, development, and sale of the subdivided lots situated in the subdivision, does hereby adopt and establish the following restrictions and covenants to run with the land and to apply to the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract for Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restriction and covenants (the headings being employed for convenience only and not to be controlling over content):

Witnesseth:

WHEREAS, Declarant is the owner of the Subdivision described in this Declaration and desires to create thereon a planned residential community with designated “Lots” and “Common Properties” (as those terms are described herein) for the benefit of the present and future owners of said lots; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said Common Properties, and to this end, desires to subject the Subdivision described in this Declaration (together with any such additions as may hereafter be made thereto) to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which will be delegated and assigned the powers of maintaining and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created;

NOW, therefore, the real property that comprises the Subdivision is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

**ARTICLE I
GENERAL**

SECTION 1: DEFINITIONS

The following terms, when used in this Declaration, shall have the following meanings unless the context prohibits:

- A. **Association** shall mean the Threshold Ranch Property Owner's Association [POA], or the Threshold Ranch Homeowners Association [HOA], both being the same entity, its successors and assigns.
- B. **Common Properties** shall mean the properties to be owned and maintained by the Association for the common use and enjoyment of the Owners, including but not limited to private streets, bridges, greenbelts, parkways, medians, islands and gates, and other facilities now or hereafter situated within the properties.
- C. **Declarant** shall mean Threshold Ranch LP, its successor(s) in interest, and any other party to whom the Threshold Ranch LP assigns in writing any of its rights hereunder.
- D. **Improvements** shall mean and include all buildings, outbuildings, patios, balconies, decks, fences, walls, hedges, landscaping, antennae, towers, poles, ponds, lakes, utilities, swimming pools, tennis courts, driveways, parking areas, signs and other structures, apparatus, improvements, recreational facilities, plantings, or equipment of a permanent or semi-permanent character. Included are original improvements and all subsequent changes, additions, treatments, or replacements thereto: including but not by way of limitation, re-roofing materials and the colors thereof.
- E. **Lot** shall mean any lot, plot, parcel or tract of land shown on the recorded Subdivision Plat with the exception of the Common Properties and with the exception of any lot exempted from this definition on future recorded plats or Declarations of Protective Covenants.
- F. **Owner** shall mean the record owner, whether one of more persons or entities, of a fee simple title to any Lot(s) now or hereafter situated in the Properties including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- G. **The Properties** shall mean that certain real property described in this Declaration and referred to as the Subdivision in the Recitals hereto and any additions thereto.
- H. **Subdivision Plat** shall mean and refer to those plats covering the real property now or hereafter situated in the Threshold Ranch Planned Unit Development, which are duly recorded in the Deed and Plat Records of Bexar County, Texas.
- I. **Architectural Control Committee or Committee** shall mean the committee referred to in Article IV herein.

SECTION 2: PROPERTY SUBJECT TO DECLARATION

The Properties covered by this Declaration comprise all of that land indicated on the Subdivision Plat. All of the property and any rights, title, or interest therein shall be owned, held, used, leased, sold, and/or conveyed by Declarant subject to the provisions hereof, which provisions shall run with the land and each Contract or Deed which may be executed with regard to any of the property shall be held to have been executed, delivered and accepted subject to the provisions herein. Any subsequent owner of all or

any part thereof is subject to this Declaration and the covenants, conditions, restrictions, reservations, charges, easements, and liens set forth herein.

SECTION 3: ADDITIONS TO PROPERTY SUBJECT TO DECLARATION

Additional property (both Lots and Common Properties) may be annexed by Declarant from time to time so as to become subject to this declaration. Declarant specifically reserves the right to impose individualized use restrictions and protective covenants for each tract added to the purview of this Declaration, which said restrictions and covenants may differ from tract to tract, depending on the nature and character of each added tract. Any other annexations outside the purview and general use of the property as set forth herein will require written approval of a majority of the Board of Directors of the Association.

SECTION 4: USE

All lots in the Subdivision shall be used for single family residential purposes only except those lots that front on Boerne Stage Road, Lots 42-45 that are specifically for one story garden office or commercial use, or single family residential including the self employed small business owner. All others shall not occupy or use said lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guests, tenants and servants. Limitations concerning this use are governed by the Declarant until Jan 1, 2018, thereafter by either Declarant or the POA.

Construction shall commence within 30 days of building material of any kind being placed or stored upon any lot. The materials shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street or between the curb and property line. Once construction is commenced, it shall be diligently pursued to the end so that the Improvements are not left in an unfinished condition any longer than eighteen [18] months.

SECTION 5: ARCHITECTURAL CONTROL

No Improvements, as that term is defined herein, may be erected, placed, installed, modified, or replaced on any lot in the Subdivision without first complying with the Architectural Control Committee requirements as set forth herein, including, but not limited to the obtaining of prior approval of the Committee for preliminary design plans and final plans and specification for such Improvements.

A. Size of Dwelling: The total floor area of the main structure of any residence, garden office or commercial building, as allowed by this Declaration, shall not be less than two thousand five hundred (2,500) square feet, if one-story, and three thousand one hundred (3,100) square feet, if more than one story. These areas shall be exclusive of open porches, breezeways, carports, garages, and other areas of a similar nature which are typically not air conditioned.

1. The maximum height of any dwelling shall be two and one-half stories. Special limitations may be imposed on runway lots when necessary to observe navigational clearances. Topography shall be one controlling factor in taller structures.
2. Guttering is recommended but not imposed and must be situated to minimize adverse drainage consequences for adjoining lots.
3. Irrigation shall be in accordance with local codes.
4. Landscaping shall take in to consideration minimum use of water, and shall be required around the foundation area of the home for 25 feet from the foundation. Irrigation will be required to

maintain the landscaping. While the Committee encourages water saving techniques and xeriscape design, it is ultimately the homeowner's decision in design and selection.

B. Hangar and Garage Requirements: All lots are approved for hangar construction where appropriate runway or taxi to the runway access is available. Hangars may be attached or detached and door opening size shall be sufficient to accommodate at least one single engine general aviation aircraft. All hangars as well as other outbuildings, inclusive of such structures as a storage building, pool house, servants' quarters, greenhouse, or children's playhouse, shall be compatible with the residence, garden office or commercial building, where allowed by this Declaration, to which it is appurtenant in terms of its design and material composition.

Portions of the detached hangar structure that do not appear from curb view may be constructed in generally accepted new metal building materials. All outbuildings and hangars shall be subject to the prior written approval of the Architectural Control Committee. Street visible hangar sides will be subject to the same masonry requirements as main residences, except for hangar doors.

A garage to accommodate at least two or more automobiles must be constructed and maintained for each residence, attached or detached. The entrance to the garage shall be side or rear lot. Automatic openers shall be required for all garages. Interior walls must be finished and no garage may be enclosed for living purposes, but must be maintained for the storage of automobiles and other vehicles and related storage purposes.

C. Masonry and Roofing Requirements: The exterior walls of the main residence, garden office or commercial building, and hangar building [excluding hangar door] constructed on any lot shall be at least eighty percent (80%) by area, composed of masonry or masonry veneer, said percentage to apply to the aggregate area of all said walls, inclusive of door, window, and similar openings. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock, and all other materials commonly referred to the San Antonio, Texas building community as masonry. Notwithstanding the foregoing, the Architectural Control Committee is empowered to waive this masonry requirement if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, or to comply with historical authenticity standards of period architecture, and the resulting structure will not detract from the general appearance of the neighborhood or design goals of the subdivision. Structures are not expected to be homogeneous overall, but to meet a quality standard and design criteria that contribute to the neighborhood, in the committee's opinion, and does not detract from it or degrade the overall appearance or the general creative thrust of these Covenants.

The surface of all roofs shall be of slate, stone, concrete tile, clay tile or other tiles of a ceramic nature, or metal standing seam. The Committee shall establish roofing criteria which are directed to generally improving the quality of the materials used and encouraging the use of colors which are in harmony with other structures in the subdivision and the general surroundings.

D. Fences: All fences in the subdivision shall be of the following composition:

1. All masonry; or
2. All wrought iron; or
3. Any combination of wrought iron and masonry;

or, any other material that in the opinion of the Architectural Control Committee is compatible with the style of the main dwelling. No lattice wood or similar style fences are permitted. No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure, except for decorative walls, fences, or planting areas which are part of the architectural design of the main structure, and retaining wall, provided the Architectural Control Committee approves of same in writing

No chain-link fences may be built or maintained on any lot, except in connection with tennis courts, provided such fence is properly landscaped and is reasonably screened from public view.

No fence, wall, hedge, or shrub planting may conflict with the clear vision easements as depicted on the Subdivision Plat. No fence (except tennis court fences) shall be higher than six feet (6') in height.

E. Driveways: All driveways shall be surfaced with concrete, brick, stone, or other similar hard surfaced material. Asphalt driveways will not be permitted.

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

G. Signs: No signs of any kind shall be displayed to the public view on any single-family residential lot including, but not limited to, the displaying of any signs which advertise the lot or improvements for sale or lease, except as expressly permitted hereunder. The Committee specifically reserves the right to establish a set of sign standards and criteria to apply during construction of the dwelling on lots and a separate set of standards and criteria to apply to lots after a dwelling has first been occupied and to modify such standards and criteria when necessary. Signs used by the Declarant to advertise the property during the development, construction and sales period shall be permitted, irrespective of the foregoing, in a fashion also acceptable for property owners and homebuilders.

H. Maintenance: Grass, weeds, shrubs and all vegetation on each lot sold shall be kept mowed and/or trimmed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the property, and replaced within 30 days of written notice. Lawns must be properly maintained, improvements must be promptly repaired and maintained, and no objectionable or unsightly usage of lots will be permitted which is visible to the public view. Building materials shall not be stored on any lot except when being employed in construction on the lot. Any excess materials not needed during construction and any building refuse shall promptly be removed. All lots shall be kept sanitary, healthful and attractive, and in a safe condition. The accumulation of garbage, trash or rubbish of any kind shall not be permitted.

1. In the event of default on the part of the owner or occupant of any lot in observing the above requirements (or any other reasonable requirements established from time to time by the Association and published to owners, for the purpose of maintaining a sanitary, healthful and attractive subdivision or for the purpose of complying with any of the maintenance requirements as provided in Section 2, Article VIII of the Declaration of Covenants, Conditions, Easements and Restrictions, as recorded), then in such event the Declarant or the Association may specifically enforce those provisions as provided in Article VIII, Section 2 (and other parts) of the Declaration of Covenants, Conditions, Easements and Restrictions as recorded and incorporated herein by reference and may have the grass, weeds, shrubs, trees, and vegetation cut or trimmed when and as often as the same is necessary in its judgment, and have dead trees and shrubs and plants removed.
2. Declarant or the Association may also, at their option, remove any garbage, trash or rubbish

situated on a lot in violation of this covenant and to make or repair improvements as deemed required. The owner of any such lot shall be obligated on demand to reimburse the cost of any such maintenance, removal or repair.

I. Vehicles: No trailer, tent, boat, recreational vehicle or stripped down, wrecked or wholly inoperable vehicle shall be parked, stored, or maintained on any lot readily visible to the street or another lot, but shall be parked, stored or maintained within an enclosed structure or a screened area which prevents the view thereof from adjacent lots or streets. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street. No commercial vehicle bearing commercial insignia or names shall be parked on any lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent lots and streets, unless vehicle is temporarily parked for the purpose of serving such lot.

J. Nuisances: No noxious or offensive activity shall be carried on upon any lot or upon the Common Properties, neither shall anything be done which may be or may become an annoyance or nuisance to the neighborhood. Operation of aircraft in a normal fashion necessary to travel is not considered a nuisance. Test running of engines after dark, excessively loud music, or loud two cycle dirt bikes or similar devices would be considered objectionable.

An owner shall do no act or any work that will impair the structural soundness or integrity of another residence or impair any easement or appurtenance thereto, or do any act or allow any condition to exist which will adversely affect the other residences or their owners. No blasting shall be conducted on any lot without a permit being issued by the Committee.

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, whether said property is a part of the subdivision or adjoining it, except reasonable security, landscape, or tennis court lighting that has approval of the Committee. Upon being given notice the Association that any such lighting is objectionable, the owner shall take all necessary steps to properly shield same in a manner that affords consideration to those disturbed. Christmas holiday lighting must be removed by January 31 of each year, and may not be installed any sooner than 3 weeks before the holiday. Firearms may not be discharged in the subdivision. No fireworks and also no candle luminaries shall be permitted.

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 on any lot.

K. Garbage and Refuse Disposal; Trash Receptacle Areas: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall at all times be kept in screened receptacle areas meeting the standards and criteria established by the Architectural Control Committee, and in no event shall any garbage or trash containers be placed on any lot within the view of any street or other lot. No trash, ashes or other refuse may be thrown, dumped or burned on any vacant lot, greenbelt or other area in the subdivision.

L. Pets and Non Domestic Animals: Commercial breeding is not allowed on any lot. Generally recognized household pets, no more than four [4] in number when aged one year or older, shall be kept in strict accordance with all local laws and ordinances, including leash laws, and in accordance with all rules established by the Association. It shall be the responsibility of the owners of pets to prevent the animals from running loose or becoming a nuisance to residents of the Subdivision. All animals kept outside shall be fenced or on a leash and under control by their owners.

A riding thoroughbred or similar horse requires a lot size of 1 acre minimum, and no more than one horse is allowed per acre. A current Coggins Test is required. Lots may be combined to meet this requirement.

The Subdivision is rural and the Committee has no specific objection to maintaining a rural atmosphere; but common sense and the Committee shall prevail in the placement of animals other than household pets, and generally any lot smaller than one acre shall not be permitted such placement.

M. Fuel Tanks and Storage: No tank for the storage of oil or other fluids may be maintained on any of the lots above or below the surface of the ground; however, water catchments and storage of water runoff is permitted and encouraged and shall follow sound environmental procedures for such operations. Above ground tanks for this purpose, if aesthetically appealing, shall be considered by the Committee. Approval shall be required. Other common, approved storage containers up to 20 gallons are permitted on the property, inside the premises or interior safe area. No bulk storage of fuel is permitted, and all fuel and lubricants sales are reserved exclusively to the airport Boerne Stage Airfield [5C1] and its fixed base operators.

N. Private Septic Systems: The County allows private sewer systems in the Subdivision on lots of .5 acre net area outside of all easements. Each system shall be built according to county standards and properly permitted. All lots have been designed to support a private septic system.

O. Radio & TV Antennae and Solar Panels: All devices falling under this category shall first be approved in writing by the Committee, and when allowed shall be restricted to the rear of the home and stationed below the eaves of the house, not visible from the street or adjoining property. Notwithstanding the foregoing, the installation of solar panels is encouraged but shall be subject to the rules and regulations promulgated by the Committee for the installation of such improvement so that the aesthetics of the Subdivision is not affected by such installation.

P. Mailboxes: None shall be erected on a lot without prior approval of the Committee. The subdivision shall use a central receiving area for delivery of mail.

Q. Yard Lights: Each lot owner shall construct concurrent with the construction of the main dwelling, a yard light which shall be a free standing lamp post with fixture at the top. Maximum height 7.5 feet, minimum 5 feet. The lamp shall be activated automatically.

R. Other Amenities: Athletic facilities, tennis courts and any other item not detailed herein shall be governed on a case by case basis by the Committee.

S. Combination or Subdivision of Lots: No further subdivision of platted lots shall be permitted; however, an owner may combine adjoining lots into one dwelling and landscaped area at the time the lots are first improved. No lot can remain vacant and unimproved in the combined lot area, but shall be appropriately landscaped and maintained with the other improvements. Combined lots shall be subject to individual lot fees payable to the Association.

SECTION 6: GARDENING AND LANDSCAPING CONTROL

A. No toxins may be applied and no substance shall be allowed to migrate from the property onto another property or adjacent land. Fertilizers and pesticides shall be limited to organic friendly materials; banned items include, but are not necessarily limited to, inorganic pesticides and herbicides, particularly Banville [Picloram] and Gaucho by Bayer. There shall be no runoff of any other material from the property including fuels, lubricants or gasoline used by landscapers, contractors or others.

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No noxious, offensive material or smoke, pollutants or any similar substance or item shall be allowed to migrate off a lot onto an adjacent property or neighboring property not owned by the Subdivision.

No owners shall be allowed to burn any trash, refuse or other similar material. The only outdoor fires permitted in the Subdivision shall be outdoor grills or fireplaces whose construction has been previously approved by the Committee.

B. Planting or gardening by Owners shall be permitted within the Common Properties and committees of volunteers may be established for the furtherance of the Subdivision beauty. All fences, hedges, or walls or other obstructions on the Common Properties shall have prior approval, except as installed by Declarant in connection with the construction of the initial improvements thereon, or as subsequently approved by the Board of Director of the Association.

**ARTICLE II
THRESHOLD RANCH PROPERTY OWNER ASSOCIATION
"POA"**

SECTION 1: MEMBERSHIP

Each owner of a Lot, whether one or more persons or entities, upon and by virtue of becoming an Owner, shall automatically become a Member of the Association and shall remain a Member thereof until his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership in the Association shall be appurtenant to and shall automatically follow the legal ownership of each Lot and may not be separated from such ownership. Whenever the legal ownership of any Lot passes from one person to another by any means it shall not be necessary that any instrument provide for transfer of membership in the Association, and no certificate of membership will be issued.

SECTION 2: ONE CLASS OF VOTING MEMBERS

The Association shall have one class of voting membership, with all members of detached dwelling residential lots being entitled to one vote for each Lot in which they hold the interest required for membership as stated in Section 1 of this Article. When more than one person holds interest in a Lot(s), all such persons shall be considered Members, however; the Lot shall be entitled to one vote and the vote for such Lot shall be exercised by the member they so designate for voting. Owners of lots containing garden offices and commercial lots as permitted on Lots 42-45 shall also be entitled to one vote for each Lot in which they hold the interest required for membership in the Association.

SECTION 3: BOARD OF DIRECTORS

The affairs of the Association shall be conducted by the Board of Directors of Threshold Ranch Property Owners Association in accordance with the Bylaws of the Threshold Ranch Homeowners Association {sometimes referred to herein as the POA}.

SECTION 4: PURPOSE OF ASSOCIATION

The purpose of the Association in general shall be to provide for and promote the well being, safety and security of the Members' properties; to collect the assessments, and to administer the

Maintenance Fund, to provide for the maintenance, repair, preservation, upkeep, and protection of the Common Properties and such other purposes as are stated the Bylaws consistent with the provisions of this Declaration.

SECTION 5: DECLARANT CONTROL OF ASSOCIATION

Notwithstanding any provisions herein contained to the contrary, Declarant shall have absolute rights to control the Association and elect its Board of Directors until January 1, 2016, or that date when, in the Declarant's sole opinion, the Association is fully viable, self supporting and operational, whichever date occurs earlier.

**ARTICLE III
ASSESSMENTS**

SECTION 1: COVENANTS FOR ASSESSMENTS

The Declarant for each Lot owned by it within the Properties, hereby covenants, and each Owner of any such Lot, by acceptance of a deed therefore, whether or not it shall be expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Threshold Ranch POA:

- A. Annual assessments or charges, to be fixed, established, and collected from time to time as herein provided; and,
- B. Special assessments for capital improvements, to be fixed, established, and collected from time to time as herein provided.
- C. At closing a onetime administrative fee of \$250 shall be collected. On transfer of a property an administrative fee of \$100 is charged for transfer, refinance and resale certificates.

Each such assessment, together with interest thereon and cost of collection thereof as herein provided, shall be the personal obligation of the person who was owner of such property at the time the obligation accrued as well as constituting a lien running with the Lot in question.

SECTION 2: PURPOSE OF ASSESSMENTS

The assessments levied by the Association shall constitute and be known as "the Maintenance Fund". The Maintenance Fund shall be held, used, and expended by the Association for the common benefit of all Members for the following purposes to wit: to promote the health, safety, and welfare of the Members, including, without limitation, the installation, construction, erection, and relocation of improvements related to the enhancement and beautification of the Common Properties, such as sod, flowers, ground cover, shrubbery, trees, walkways, and street lights, and the construction, repair, maintenance and replacement of properties, services, improvements, landscaping and facilities devoted to such purposes and related to the use and enjoyment of the Properties by the Members. Such Maintenance Fund may also be used by the Association to finance and maintain any contracts, easements, licenses, or other similar instruments inuring to the benefit of the Association and its members affecting rights and privileges to be enjoyed within the Properties or in other areas situated in close proximity thereto.

The assessments by Boerne Stage Airfield for the use, access to and maintenance contributions for the airport proper are separate and apart from the fees assessed by this Association, but enforcement and collection of same shall be as if incorporated fully herein to each lot owner as a user of the airport. Airport assessments are applied only to users of the airport facilities. Residents without runway access or who have not utilized runway access are not subject to this airport provision.

SECTION 3: ANNUAL ASSESSMENTS

Each Owner shall pay to the Association an annual assessment determined by the Board of Directors. The rate of annual assessment may be increased or decreased by vote of the Board of Directors from time to time after due consideration to then current maintenance and security expenses and projected future needs of the Association. Changes to the rate shall be administered by the Board of the Association.

SECTION 4: SPECIAL ASSESSMENTS

In addition to the annual assessment authorized in section 3 hereof, the Board of Directors may levy in any assessment year or years a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Properties, or for carrying out other purposes of the Association as stated herein or in the Bylaws of the Association. Assessments of this nature may be subject to a majority vote of the members, in accordance with procedures established in the Bylaws.

SECTION 5: VOTE REQUIRED FOR INCREASE IN RATE OF ASSESSMENT.

The increase in the rate of the annual assessment as authorized by Section 3 above must be approved by a majority vote of the Board of Directors of the Association voting in person or by proxy at a meeting duly called for such purpose.

SECTION 6: VOTE REQUIRED FOR A SPECIAL ASSESSMENT

The Special Assessment authorized in Section 4 above, must be approved by a majority vote of the Board of Directors of the Association voting in person or by proxy at a meeting duly called for such purpose.

SECTION 7: COMMENCEMENT DATE OF ANNUAL ASSESSMENT

Annual assessments provided for herein shall commence on a date determined by Declarant to be appropriate, but in no event shall they commence for any lot within the Properties prior to the time of conveyance (by legal or equitable title) of such lot by Declarant. Failure of Declarant to commence assessments by any particular date shall not be deemed as a waiver of Declarant to hereinafter cause the commencement of same.

SECTION 8: DUE DATES OF ASSESSMENTS

Annual Assessments shall become due and payable annually on those dates established by the Board of Directors from time to time or at other intervals or dates established by the Board of Directors from time to time. After two years of ownership, the full assessment shall be levied, with half that amount levied the first 24 months. If construction commences within the first 24 months, then on placement of the foundation boards the date of full assessment shall be established.

SECTION 9: OWNERS PERSONAL OBLIGATION FOR PAYMENT OF ASSESSMENTS

The annual and special assessments provided for herein shall be the personal and individual debt of the Owner of the Property covered by such assessments. No owner may exempt himself from liability for such assessments. In the event of default in the payments of any such assessments, the Owner shall be obligated to pay interest at the highest lawful rate on the amount of the assessment from the due date thereof, together with all costs and expenses, including attorney's fees

SECTION 10: UNIFORMITY OF ASSESSMENTS

To the extent practicable, assessments shall be established and collected on an equal and uniform basis with every residential dwelling to be situated on property covered by this Declaration (including additions hereto) being subject to the same assessment. Declarant reserves the right to impose assessments on a non-uniform basis for any non-residential property covered hereby, so long as the owner of said non-residential property is obligated to pay at least a sum equal to the Assessment imposed for a single-family dwelling.

SECTION 11: ASSESSMENT LIEN AND FORECLOSURE

All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 9 above and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the property covered by such an assessment, and shall be a covenant running with the land. The aforesaid lien shall be superior to all other liens and charges against the said property, except only for tax liens and all sums unpaid on a first lien mortgage or deed of trust lien of record, securing in either instance sums borrowed for the purchase or improvement of the property in question. Such power shall be entirely discretionary with the Association. To evidence the aforesaid Assessment lien, the Association shall prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the property covered by such lien, and a description of such property. Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the county clerk of Bexar County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set for the in Section 8 above and may be enforced by the foreclosure of the defaulting owner's property by the Association in a like manner as a mortgage on real property subsequent to the recording of a notice of Assessment lien as provided above, or the Association may institute suit against the owner personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially, it being understood that the election of any one remedy shall not constitute a waiver of any other remedies. In any foreclosure proceeding, whether judicial or non-judicial, the owner shall be required to pay the costs, expenses, and attorney's fees incurred. The Association shall have the power of bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey, or otherwise deal with the same. Upon the prior written request of any mortgage holding a prior lien on any part of the Properties, the Association shall report to said mortgagee any unpaid assessments remaining unpaid for longer than thirty (30) days after the same are due. The Association also expressly reserves the right to post the names of any delinquent members at a highly visible location within the properties or on any web site maintained for the benefit of Members of the Association.

SECTION 12: COMMON PROPERTIES EXEMPT

All Common Properties shall be exempt from the assessments and liens created herein.

**ARTICLE IV
ARCHITECTURE CONTROL COMMITTEE**

SECTION 1: DEVELOPMENT OBJECTIVES

The aesthetic and ecological quality of the Properties requires that all Improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end an Architectural Control Committee (sometimes hereinafter called “the Committee”) has been created as described in section 2 of this Article. The Architectural Control Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.

SECTION 2: ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee shall be appointed by the Declarant until in the sole opinion of the Declarant, the Association is fully viable, self supporting and operational, at which time the Architectural Control Committee shall be composed of five members selected and appointed by the Board of Directors of the Threshold Ranch Homeowners Association, one of whom shall represent airport management or the Boerne Stage Airfield operating entity. The Board of Directors shall have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Architectural Control Committee. The Committee reserves the right from time to time to file instruments in the Real Property Records of Bexar County, Texas designating its then current composition.

SECTION 3: GOAL OF ARCHITECTURAL CONTROL COMMITTEE

The goal of the Committee is to encourage the construction of buildings of good architectural design, quality, and proper size compatible with Declarant’s conceptual plan for the Properties. Buildings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, in the judgment of the Committee, create an attractive and harmonious blend with existing homes and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its 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. Prior judgments regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Board feels that the repetition of such matters will have an adverse effect on the Properties.

SECTION 4: FUNCTION OF THE ARCHITECTURAL CONTROL COMMITTEE

The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all purposes consistent with the creation and preservation of a first class development. No Improvement, as that term is defined in Article I of this Declaration, shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of The Properties until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such committee. The Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Committee shall be final, conclusive, and binding upon the applicant. A construction bond minimum of \$3000 is required, of which \$2500 is refundable on completion, and \$500 is retained for the maintenance

fund. This bond will cover, but not be limited to, damage to infrastructure during the course of construction.

SECTION 5: PROCEDURES OF THE COMMITTEE

The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering residential and non-residential Improvements.

SECTION 6: APPROVED CONTRACTORS

No construction of any Improvements shall be commenced on, in, or within The Properties until the primary contractor to perform such construction shall have been approved in writing by the Committee, it being the intent hereof to assure quality construction by reputable and/or experienced contractors as determined by the Committee in its sole discretion. In the event that the Committee fails to approve or disapprove a written request for the approval of a primary contractor to perform such construction within fifteen (15) working days after written request is submitted to it, such request will be deemed to have been approved and the provisions of this Section will be deemed to have been fully complied with.

ARTICLE V SUBMITTAL AND APPROVAL PROCESS

SECTION 1: PRELIMINARY DESIGN SUBMITTALS

Review and approval of preliminary submittals by the Committee shall be mandatory prior to Owner undertaking any preparation of final plans and specifications. In order that the Committee may give just consideration to the proposed work, such preliminary submittals must adequately describe the site plans, floor plans, foundation plans, elevations, and exterior character of the proposed structure, together with a preliminary landscape plan and a cross-section sketch through the Lot from the property line, with the highest existing grade to the property line with the lowest existing grade representing any improvements and grade changes and their relationship to existing conditions of the site (the "Preliminary Design Submittal"). Preliminary Design Submittals must include all items required (i.e. not on a piecemeal basis). Favorable review of the Preliminary Design Submittals by the Committee shall neither imply nor guarantee acceptance of "final design submittals".

SECTION 2: FINAL DESIGN SUBMITTAL

Once the Preliminary Design Submittals are approved, the Owner must submit the final design submittal, which must adequately reflect to the Committee the true design quality of the proposed work. Final plans and specifications shall be submitted in complete form in duplicate and shall include all of the following:

- A. An existing site plan/tree survey showing existing contour grades and showing the location of all trees with a six (6) inch or greater diameter. Existing grades to be drawn at one foot contour intervals. Any trees with a diameter of six (6) inches or greater which are proposed to be removed should be indicated (1"=20' minimum).
- B. A site improvements grading plan of all improvements, inclusive of structures, signs, walks, patios, driveways, parking areas, fences, and walls. Existing and proposed grades are to be drawn at 1 foot contour intervals. Drainage swales and existing trees to be saved are to be shown on this plan. In addition, existing and finished grades shall be shown at lot corners and at corners of proposed improvements. Lot drainage provisions

including culverts shall be indicated as well as cut and fill details if any appreciable change in the lot contours is contemplated. Utility connections must also be indicated. Tree care provisions as required by the Committee should also be made on this drawing to communicate to the builder the necessary procedures to assure that care for trees will be retained. (1"=20' minimum)

- C. Foundation Plan utilizing a foundation designed by a structural engineer. The source of the design of the foundation must be indicated, including, but not limited to, steel reinforcing bars (size, number, and placement), dimensions, size of void cartons and concrete mix (1/4"=1' minimum)
- D. A floor plan and all elevations of any proposed structure(s) (including fences, walls, sign, pools, pool buildings, etc.), roof height, specifications of materials, colors, textures and shapes. All measurements and dimensions, both interior and exterior must be shown. Description of materials and finishes must be clearly indicated. (1/4"=1' minimum)
- E. A landscape plan showing proposed contour lines on the Lot at one foot intervals and to include walkways, fences, wall, berms, mounds, turf areas, ground cover, shrubs, and trees. Also, any landscape planting required by the Committee to be installed in landscape easements or otherwise must be so designated on the plan. (1"=20' minimum)
- F. An irrigation plan showing contour lines on the lot at one foot intervals including head layout, valves, controllers, piping, and connection to domestic water supply location and type of back flow prevention device (approved by SAWS) is to be shown. Meter and shut off valve is also to be shown. (1"=20' minimum)

SECTION 3: BASIS OF APPROVAL

Approval of preliminary design plans and final plans and specifications shall be based on the following:

- A. The architectural and structural integrity of the design.
- B. Harmony and conformity of the design with the surroundings both natural and built
- C. Adequacy of the design to conditions of the site
- D. Relation of finished grades and elevations to neighboring sites
- E. Conformity to specific and general intent of the Protective Covenants covering the particular platted unit of which the lot in question forms a part.

SECTION 4: VARIANCES

Upon submission of a written request for same, the Committee may in its sole discretion permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions or architectural standards which are provided in this Declaration or promulgated in the future. In any event such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the community and must not detrimentally affect the integrity of the Properties or harmony with natural surroundings. Written requests for variances shall be deemed disapproved if the Committee has not expressly and in writing, approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any owner for any claims, causes of action, or damages arising out of the grant of any variance to an Owner. Each request for a variance shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants, restrictions and architectural standards provided hereunder against any other Owner.

SECTION 5: ISSUANCE OF AN APPROVAL LETTER

Upon approval of final submittals, an approval letter will be issued and construction may begin. All permits must be prominently displayed at the job site and covered with clear plastic to prevent weathering. The issuance and acceptance of the approval letter assures that:

- A. Construction of an approved building will be completed within one (1) year from start of construction.
- B. Construction will be in accordance with approved plans.
- C. Any exterior changes after final approval of plans must be approved in writing by the Committee prior to construction of those changes.

SECTION 6: INSPECTIONS

- A. Regular inspections may be made by a representative of the Committee including specifically an inspection and approval of the building stake-out.
- B. The Committee will have the right to verify the approved finished floor and height elevation during the construction phase. Height elevation approval is void if construction has not commenced within one hundred eighty (180) days of approval date. In some cases, a ridgepole designating the highest elevation of the structure may be required by the Committee to be placed on the lot.

SECTION 7: COMPLETION LETTER

The Committee may acknowledge completion of the project which evidences that the building has been completed in substantial accordance with the final design submittals; however, such letter shall not prohibit the Committee from subsequently objecting to other improvements not built in compliance with the plans and specifications.

SECTION 8: FAILURE OF THE COMMITTEE TO ACT

If the Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after the submittal thereof, it shall be conclusively presumed that such Committee has approved such preliminary design plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or are otherwise inadequate, the Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

SECTION 9: LIMITATION OF LIABILITY

Neither the Declarant, the Association, the Committee nor any of the members of any such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans or specifications.

**ARTICLE VI
COMMON PROPERTIES**

SECTION 1: EASEMENTS OF ENJOYMENT

Subject to the provisions of this Declaration, every member of the Association shall have a right and easement of enjoyment in and to the Common Properties; provided however, no member shall be

deemed to have any right of access upon or across or the use of any Lot not owned by such Member, in connection with such easement of use or enjoyment of the Common Properties. Easements to the Common Properties shall be perpetual

An easement to the airport is granted and contained herein, subject to airport rules of conduct, pattern procedures, recorded covenants and maintenance fees. Evidence of this perpetual easement of enjoyment is attached hereto as Exhibit A.

SECTION 2: TITLE TO COMMON PROPERTIES

The Declarant may retain the legal title to the Common Properties until such time as it has completed improvements thereon and until such time as, in the sole opinion of Declarant, the Association is able to operate and maintain the same. Until title to such Common Properties has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Properties granted to the Association in this Declaration.

SECTION 3: LOCATION OF COMMON PROPERTIES

Properties owned in common are located as shown on the Subdivision plats.

SECTION 4: EXTENT OF EASEMENT OF ENJOYMENT

The right and easements of enjoyment created hereby shall be subject to the following:

- A. The right of the Association from time to time to prescribe reasonable rules and regulations for the use, enjoyment, and maintenance of the Common Properties.
- B. The right of the Association to sell and convey the Common Properties, or any part thereof, provided such sale or conveyance is approved by a majority of the votes of the Board of directors of the Association, voting in person or by proxy at a meeting duly called for such purpose.
- C. The right of the Association to borrow money for the purposes of improving the Common Properties, or any part thereof, and to mortgage the Common Properties, or any part thereof. Declarant specifically reserves the right to lend money to the Association from time to time at commercially reasonable terms.
- D. The right of the Association to take steps as is reasonably necessary to protect the Common Properties, or any part thereof, against damage, condemnation, or foreclosure.

**ARTICLE VII
EASEMENTS**

SECTION 1: SPECIAL GREENBELT EASEMENT

The Subdivision Plat dedicates for use as such, subject to the limitations set forth therein, certain easements shown thereon, and the Subdivision Plat further establishes dedications, limitations, reservations and restrictions applicable to the Properties.

An easement for the creation and preservation of a greenbelt on the property lines in common with the Clear Creek Preserve is indicated on the Subdivision plat as the rearmost 17 feet of 17-20 and 23-27 [inclusive], Block 4, depicted also as a utility access easement. No vegetation or old growth may be removed without consent of the Committee. General care and maintenance, removal of dead branches and grass care is permitted without further requirement for consent. Additional vegetation and planting is

approved and requires a courtesy notification to the Curator, it being the intent of Declarant to establish a mutually beneficial "greenbelt assurance and protection" awareness program between the adjoining property owner, Declarant and future lot owners within the Subdivision. The Curators name and address for notice may be obtained from the Declarant or the successors in management of the POA.

Further, Declarant and Declarant's predecessors in title have heretofore granted, created and dedicated by several recorded instruments, certain other easements and related rights affecting the Properties. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat and all grants and dedications of easements and related rights heretofore made by Declarant and Declarant's predecessors in title affecting the Properties are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed, or conveyance executed by on behalf of Declarant conveying any part of the Properties.

SECTION 2: CHANGES, ADDITIONS, AND RESERVATIONS

Declarant reserves the right to make changes in and additions to the above easements for the purpose of more efficiently and economically installing any improvements. Further, Declarant reserves the right, without the necessity of the joinder of the Association or any Owner or other person or entity, to grant, dedicate, reserve, or otherwise create, at any time or from time to time, easements for access purposes upon and over streets owned by the Association for owners of property in close proximity with, related to or serving the Properties, or any portion thereof (whether or not such property is formally annexed hereto) and for utility purposes, (including, without limitations, water, sewer, gas, electricity, telephone, cable television, and drainage) in favor of any person or entity furnishing or to furnish utility services to the Properties, but only to the extent reasonably necessary and appropriate.

SECTION 3: TITLE TO EASEMENTS AND APPURTENANCES NOT CONVEYED

Title to any Lot conveyed by Declarant by contract, deed, or other conveyance shall not be held or construed in any event to include the title to any roadways or any drainage, water, gas, sewer, storm sewer, electric light, electric power, cable television line, telegraph or telephone way, or any pipes, lines, poles, or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along, or upon any Lot or any part thereof to serve said Lot or another portion of the Properties, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

SECTION 4: INSTALLATION AND MAINTENANCE

There is hereby created an easement upon, across, over and under all of the Common Properties for ingress and egress in connection with installing, replacing, repairing, and maintaining all utilities, including but not limited to, water, sewer, telephones, electricity, gas, cable television, and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines, or other utility facilities or appurtenances thereto, on above, across and under the common Properties within the utility easements from time to time existing and form service lines within such easements to the point of service on or in any structure situated upon the Properties. Notwithstanding anything contained in this paragraph, no sewer, electrical lines, water lines, or other utilities or appurtenances thereto may be installed or relocated on the Common Properties until approved by Declarant or the Association's Board of Directors. Any utility companies furnishing service to the Properties shall have the right to remove (if absolutely necessary) any tree situated within the utility easements shown on the Subdivision Plat, and to trim

overhanging trees and shrubs located on portions of the Properties abutting such easements if reasonably necessary for the servicing thereof.

SECTION 5: EMERGENCY AND SERVICE VEHICLE

An easement is hereby granted to all police, fire protection, ambulance, and other emergency vehicles, and to garbage and trash collection vehicles, and other service vehicles to enter upon the Common Properties in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and management personnel to enter the Properties to render any service.

SECTION 6: SURFACE AREAS

The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, neither the Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area, except as may be required by State, County, or Association or by the customs and practice of such utility company. Prior to the construction of any utilities on a developed lot ("developed lot" shall be defined as any lot which has constructed thereon a dwelling unit) Declarant and/or the Association reserve the right to require that the utility company pay for the cost of repairing the easement to the same condition as it was prior to the construction.

SECTION 7: BACK AND SIDE YARD PRIVATE TAXIWAY AREAS

The establishment of backyard or side yard aircraft access taxiways shall be promulgated on each individual lot as required and shall be a Covenant contained within the Deed to the Owner of the Property. In general a backyard taxiway shall comprise a 30 feet rear yard setback, being an absolute no build clear zone, and then continuing on a 7:1 slope an additional 15 feet, for a total of 45 feet of controlled surface area. When coupled with the adjoining lot at the rear, this surface area yields 60 feet of clear zone abutted with 15 feet of 7:1 height control zone, for a total of 90 feet of surface area, being 45 feet on each lot. Shared side yard taxiway access shall be a minimum of 60 feet absolute clear zone, being 30 feet of side setback from each of the two adjoining lots. There shall be no parking or placement of obstructions at any time on any private taxiway easement. Declarant shall have control and master planning of the private taxiway system and such plan shall be presented to the potential Owner prior to closing. The taxiway easements described herein will be set out individually in each Warranty Deed. No fence, gate or obstruction may be erected and there shall be no prevention of passage by any one lot owner to the other in either the establishment or use of the private taxiway system. The Association will maintain the private taxiway, but not the drives connecting to the home hangar. No vehicle other than aircraft or private passenger vehicles operated by the property owner are allowed on the taxiway. Heavy trucks, tandem axle vehicles, and similar equipment are not allowed and costs to repair damage resulting from this activity shall be paid by the offending party and any third party giving permission to another to have such use.

**ARTICLE VIII
MAINTENANCE**

SECTION 1: DUTY OF MAINTENANCE

Each Owner of a Lot within the Properties shall have the duty and responsibility, at such Owner's sole cost and expense, to cause Improvements, including buildings and grounds, to be maintained in a first-class, clean and attractive condition at all times. Such maintenance includes, but is not limited to the following:

- A. Prompt removal of all litter, trash, refuse, and other waste.
- B. Lawn mowing
- C. Tree and shrub pruning
- D. Keeping landscaped and garden areas alive, free of weeds and attractive
- E. Watering
- F. Keeping driveways and parking areas in good condition
- G. Complying with all governmental health and police requirements
- H. Repainting of Improvements
- I. Prompt repair of any exterior damages to improvements
- J. Compliance with maintenance provisions of applicable Declaration or Protective Covenants covering the Property

SECTION 2: ENFORCEMENT

If in the opinion of the Association an Owner has failed in any of the foregoing duties or responsibilities, then the Association may give such Owner written notice of such failure and such Owner must, within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such owner fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass, or otherwise to any person. The Owners and occupants (including lessees) of any of the Properties on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, the said indebtedness shall be a debt of all said persons jointly and severally, and shall constitute a lien against that portion of the Properties on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have identical powers and rights in all respects, including but not limited to the right of foreclosure.

**ARTICLE IX
GENERAL AND MISCELLANEOUS**

SECTION 1: DURATION

This Declaration and the covenants, restrictions, charges, and liens set out herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, and every Owner of any part of The Properties, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date of this Declaration is recorded and continuing through and including January 1, 2058, after which time said covenants shall be automatically extended

for successive periods of ten (10) years unless a change (the word “change” including additions, deletions, or modifications thereto, in whole or in part) is approved by a majority of the then total eligible votes of the membership of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting; PROVIDED HOWEVER, that no such change shall be effective until one (1) year following the vote referred to above, nor shall any such changes be effective prior to the recording of a certified copy of such resolution in the Real Property Records of Bexar County, Texas.

SECTION 2: AMENDMENTS

This Declaration may be amended by sixty-seven percent (67%) of the total eligible votes of the membership of the Association, provided no amendment can be made prior to January 1, 2018 without Declarant’s prior written approval, unless Declarant specifically waives this requirement by a written approval or unless Declarant specifically waives this requirement by a written recorded instrument. Members may vote in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting. Any such amendment shall become effective when an instrument is filed of record in the Real Property Records of Bexar County, Texas, with the signatures of the requisite number of the Owners of the Properties (and the signatures of Declarant if prior to January 1, 2018).

SECTION 3: ENFORCEMENT

The Declarant and the Association shall have the right (but not the duty) to enforce any of the covenants and restrictions set out in this Declaration. Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land, to enforce any lien created by these covenants and failure by the Association or any owner to enforce any such covenant or restriction shall in no event be deemed a waiver or the right to do so thereafter.

SECTION 4: SEVERABILITY OF PROVISIONS

If any paragraph, section, sentence, clause, or phrase of the Declaration shall be or becomes illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining paragraphs, sections, sentences, clauses, or phrases of the Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining paragraphs, sections, sentences, clauses and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses or phrases shall become illegal, null, or void.

SECTION 5: NOTICE

Whenever written notice to a member (or members) is permitted or required hereunder, such shall be given by the mailing of such to the member at the address of such member appearing on the records of the Association, unless such member has given written notice to the Association of a different address, in which event such notice shall be sent to the member at the address so designated. In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, properly addressed, whether received by the addressee or not. Members shall also be required to provide the Association with a facsimile number and/or email address so that the member may be notified by either fax or email in addition to first class mail.

SECTION 6: 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.

SECTION 7: AMENDMENTS BY DECLARANT

The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party to amend this Declaration or any future Declarations of Protective Covenants, by any instrument in writing duly signed, acknowledged, and filed for record for the purpose or correcting any typographical or grammatical error, ambiguity, or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not materially impair or affect the vested property or other rights of any Owner or his mortgagee.

SECTION 8: INTERPRETATION

If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of 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 9: 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 is omitted, then it is hereby declared that such omission was unintentional and the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.


SECTION 10: GENDER AND GRAMMAR

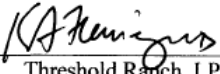
The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations to individuals, males or females, shall in all cases be assumed as thought in each case fully expressed.

This publication of the Covenants contains minor revisions duly recorded on the 27th of October, 2011 and incorporated as if first published herein.

EXECUTED as of the day and year first written above.

THRESHOLD RANCH, L.P.

By: 
Osprey Soaring School, Inc., its General Partner
By: Robert Bruce, President

By: 
Threshold Ranch, LP
Keith A. Fleming, Limited Partner

State of Texas §
§
County of Bexar §



This instrument was acknowledged before me on the 22nd day of June, 2011 by Robert H Bruce and Keith A. Fleming, for the purposes and considerations herein expressed.


Notary Public, State of Texas

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

JUN 23 2011




COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110108590 Fees: \$116.00
06/23/2011 2:04PM # Pages 26
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

Amendments to the Covenants, Conditions, and Restrictions for

This Third Amendment is made this 25th day of September, 2013 by Threshold Ranch LP, a Texas Limited Partnership, the Grantor, hereinafter referred to as "Declarant", by and through its general partner, Osprey Soaring School, Inc., with approval of a majority of the owners of property in the subdivision by recorded vote in the Minutes of the Special Meeting of the Home Owner's Association.

Be it known that THRESHOLD RANCH, L.P., a Texas Limited Partnership, (the Grantor and Declarant), being the owner of lots situated within that certain Subdivision known as Threshold Ranch Planned Unit Development, according to the plat of said subdivision recorded Volume 9615, Pages 188-192 of the Deed and Plat Records of Bexar County, Texas (hereinafter called the "Subdivision"), does hereby amend and supplement the restrictions and covenants that run with the land and apply to the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Deed which may be executed with regard to any of such property, shall be held to have been executed, delivered and accepted, subject to the recorded Covenants {Real Property Records of Bexar County, Texas Vol. 15014, pages 1628 et seq; the 1st Amendment of record in Volume 15196, Page 923 et seq; the 2nd Amendment thereto Vol. 16237, Pages 2292 et seq} and this amending document, and shall bind the Grantee{s} and all owners of property therein to wit:

**ARTICLE I
GENERAL****SECTION 1: DEFINITIONS**

The "Association" referred to in "A" as the Property Owner's Association, or POA, is the same as any reference to the Home Owner's Association, or HOA, in any document or filing pertaining to these Covenants. The "Association" is registered with the State of Texas as a non-profit Home Owner's Association.

SECTION 5: ARCHITECTURAL CONTROL

Now supplemented by the addition of ¶ T, U and V as follows:

T. Lot Setbacks: Lots shall have front, side and rear setbacks as defined herein. All front setbacks are measured from the curb. Side and rear setbacks are measured from the property line. All setbacks are minimums and property owners are encouraged to treat them as such. Side setbacks are established to provide a minimum of 30 feet between structures, being a nominal 15 from the property line, and while observing these criteria the review committee may allow some variance where protection of legacy trees is of concern.

1. Lots 17, 18, 19, 20 and 21 have a 30 feet front setback, 15 feet side setbacks, and rear setbacks as determined by the drainage easement on each lot.
2. Runway lots have a nominal 50 feet minimum front setback, varying with the large amount of legacy trees present at some sites, and 15 feet side setbacks with no rear property line setback. The purpose of no rear line setback on lots 65 to 74 is to allow location of the hangar door at the property line for placement close to the parallel taxiway. It is not intended for the placement of the actual home.
3. Lots other than Lots 17-21 and the runway lots shall have a 40 feet front setback and a 15 feet side setback. Lots which abut taxiways in back or on the side shall have a 30 feet building and vegetation setback measured from the taxiway center line, being the property line. Lots subject to backyard taxiway criteria are 17 thru 27; 49 thru 59; 62, 63, and 64. Lots subject to side taxiway criteria are 18, 19, 23, 27, 54, 55, 58, 59, and 74. Lots 46, 47, 48, 60 and 61 do not abut taxiways but are entitled to move aircraft via the street to a taxiway system entrance provided the aircraft can safely do so, observing existing or future utilities or obstructions that may be located in the street right of way or other easement supporting utility infrastructure, such as electric transformers or fire hydrants.
4. Placement of structures relative to improvements such as swimming pools, patio areas, or shade covers is possible in the backyard area. These improvements shall follow the guidelines and general thrust of these Covenants.
5. Lots 46, 47, 48, and 49, which abut those properties that front Boerne Stage Road, shall have a rear building line restriction at the easement line of 10 feet {where noted for water or drainage} parallel to and 10 feet off the rear property line.

U. Lots bordering Boerne Stage Road: The Grantor herein shall have special control of the common property line between lots 46 thru 49 and lots 42 thru 45. While the development of the lots on Boerne Stage Road requires architectural integrity and compatibility with the subdivision, further requirements may be imposed on lots 42 thru 45 for placement of a visual barrier in the form of an adequately thick green belt hedge row [allowing for reasonable growth time], masonry or iron fence structure, or any combination thereof. No owner of lots 42-45 shall cause or allow to be caused a visual impairment detrimental to the subdivision. Pavements shall be landscaped and the general thrust of these Covenants shall govern the overall appearance of the development of these properties. The deeds to said properties shall contain a reasonable enforcement of this provision should a development plan not be approved at the time of a sale.

V. Security Gate Operating Hours: Gate[s] shall be open from 7 a.m. to 7 p.m. seven days a week until the last new home is closed and funded. On holidays that the Builder's/Declarant's sales offices are closed, the gates may be closed. In general as a matter of long term policy, gate[s] shall be open during primary working and recreational daylight hours.

Paragraph ¶ B is defined further with the following:

A garage door may open to the front when a lot dimension is such that it is not feasible to construct a side or rear entry garage or the garage is detached. In this case at least two of the garage doors shall face to the side and the 3rd may open to the front provided it is located to the rear of the structure and not part of the frontal area of the home.

ARTICLE III

SECTION 2: PURPOSE OF ASSESSMENTS

The maintenance of the taxiway concrete surface is the exclusive responsibility of the POA and shall be paid for by the POA from operating funds or by special assessment. Landscape maintenance along the taxiways is the responsibility of individual lot owners for the land that they own. If an owners fails to keep this area neat and clear, mowing or clearing shall be performed by the POA at the property owner's expense and the property owner will be invoiced for work done when. The POA and contractors retained by the POA have the unrestricted right of access to all taxiways for the purpose of maintenance and improvement of the taxiways.

ARTICLE VII


SECTION 7: BACK AND SIDE YARD PRIVATE TAXIWAY AREAS

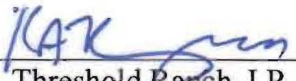
For clarification, the 7:1 15 feet area described in this section is struck from these Covenants. However, property owners may not place unattended vehicles, aircraft, or any other obstructions within the sixty foot wide taxiway area that would obstruct the movement of aircraft or other vehicles, except during the active movement of aircraft into or out of hangars. When a side entry garage utilizes a taxiway for vehicular access, location of the structure shall be that parked vehicles are clear of the main, 60 feet taxiway zone, when left in front of the garage door.

This concludes this amendment and clarifications to the Covenants.

EXECUTED this 25th day of September, 2013

THRESHOLD RANCH, L.P.

By: 
Osprey Soaring School, Inc., its General Partner
By: Robert Bruce, President

By: 
Threshold Ranch, LP
Keith A. Fleming, Limited Partner

State of Texas §
County of Bexar §



This instrument was acknowledged before me on the 25th day of September, 2013 by Robert H Bruce and Keith A. Fleming, for the purposes and considerations herein expressed.


Notary Public, State of Texas