

SCANNED

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR §**

**AMENDED DECLARATION OF CONDITIONS AND RESTRICTIONS
FOR SAN GERONIMO AIRPARK**

This Amended Declaration of Conditions and Restrictions is adopted in complete replacement and substitution, except as otherwise herein provided, of the Condition an Restrictions San Geronimo Airpark, recorded at Volume 2531, Page 554, Official Public Records of Real Property of Bexar County, Texas (hereinafter the "Original Conditions"), as follows:

San Geronimo Airpark is a fly-in community in Bexar County, Texas, consisting of residential lots, where an aircraft owner may keep an aircraft in a hangar by their house, and hangar lots for the storage of aircraft for those who might not live on the airpark.

The property subject to this Amended Declaration has been platted as San Geronimo Airpark, as shown on the plat recorded at Volume 9300, Page 90, Deed and Plat Records of Bexar County, Texas (hereinafter call the "Airpark").

The Airpark shall be governed by San Geronimo Airpark Property Owners Association (hereinafter "SGAPOA")

The Lots in the Airpark are hereby made subject to the following applicable restrictions, liens, covenants and reservations which shall be binding on all current and future owners of any portion of the Airpark, to run with the land and pass with title, to-wit:

1. Lots 1-28, 50-62 and 67-70 shall be used solely for residential purposes and may have limited business use as home offices, so long as traffic generated does not exceed normal residential use. Lots: 30A-30I, 31-49, 63A-63I, 64A-64X and A1-A16 are designated as aircraft hangar lots.
2. Lots 29 and 30 are designated for business purposes and may be used either for residential or business purposes, provided, however, that if used for a business, the nature and purpose of the business use shall first be approved in writing by SGAPOA, its successors, assigns or designees.
3. No business shall be conducted on any lot which is noxious or harmful by reason of odor, dust, paint overspray, smoke, excessive gas fumes, noise or vibration, and provided further that SGAPOA expressly reserves the right to vary the use of any property notwithstanding these restrictions, should SGAPOA in its sole judgment deem it in the best interests of the Airpark to grant such variances.
4. No lot may be subdivided unless written approval is given by SGAPOA, its assignees, successors or designees.

5. No improvements shall be erected or constructed on any residential lot in San Geronimo Airpark, nearer than 60 feet from the front or 30 feet from the back property line; or nearer than 15 feet from the side property line except that in case of corner lots, no improvements shall be erected or constructed within 20 feet of the side property line adjacent to the streets. Hangars opening directly to taxiways must be set back 30 feet from the back-property line. Hangars with side walls parallel to taxiways and opening to lot property must be set back 10 feet from the back-property line.
6. No material shall be stored on the property except when planned for use in forthcoming approved construction. In the event that materials of any kind are placed on the property which are, in the opinion of SGAPOA, in violation of the above stipulation and agreement, SGAPOA may notify lot owner by mail or email of such violation and if the violation is not corrected and subject material is not removed within ten (10) days after mailing such notice, lot owner agrees that SGAPOA may remove said material from the property, dispose of said material and charge the lot owner with removal costs, the exercise of which shall leave SGAPOA free of any liability to Lot owner.
7. It is the intention of SGAPOA that all properties be kept clean and mowed even if unoccupied. Should the lot become unsightly due to excessive growth of vegetation SGAPOA may notify lot owner of said condition and if the condition is not corrected within 10 days, SGAPOA may mow said lot and charge a (\$100/Acre) fee to the Lot owner.
8. No building, structure, concrete slab or fence shall be erected or constructed on any lot until the building plans, specifications, plot plans and external design have first been approved in writing by SGAPOA or by such nominee or nominees as it may designate in writing. No permanent structure classified as a mobile home is allowed; however, if the lot owner is subcontracting his own home, a temporary mobile home may be employed. Construction of approved structures must be completed within six months of commencement, as measured from the date of the placement of building materials on the lot. After home is completed the mobile home must be promptly removed from the airpark.
9. No advertising signs shall be erected in San Geronimo Airpark without written approval of SGAPOA.
10. Shooting of firearms or hunting for birds or wild game of any kind on any lot shall be governed and regulated by SGAPOA, its trustees, or assigns.
11. No outside toilet shall be installed or maintained on any premises. All plumbing shall be connected with a sanitary sewer or septic tank approved by the State and local Departments of Health. Before any work is done pertaining to the location of utilities, building, etc., approval of said location must be first obtained from SGAPOA.
12. No removal of trees or excavation of any other materials other than for landscaping, construction of buildings, driveways, etc., will be permitted without the written approval of SGAPOA.
13. All driveways must be constructed with concrete, asphalt substance, or other hard surface material, and must be completed simultaneously with the completion of the residence. In any event, the requirements for driveways must meet but need not exceed

the quality of the roadway accessing the property.

14. A minimum assessment of \$550.00, annually per lot (which may be paid semi- annually), shall run against each lot for the use and maintenance of grounds, roads, runway, taxiways and operating costs according to the rules and regulations of SGAPOA. The decision of SGAPOA, its nominee or consignee with respect to the use and expenditure of such funds shall be conclusive. Such assessment shall be and is secured by a lien on each lot respectively, and shall be payable to SGAPOA in San Antonio, Texas, on the 1st day of January of each year, or to such other persons SGAPOA may designate by instrument filed of record in the Office of the County Clerk of Bexar County, Texas, and the lien for payment of assessments set forth in the Original Conditions is hereby adopted, ratified and carried forward. SGAPOA shall have the option of increasing said assessment on an annual basis, but in no case should assessment increase by more than 10% any one year. This assessment allows for up to two operational aircraft per lot. Additional aircraft kept on a lot with two aircraft shall result in an additional assessment of \$275.00 per aircraft per year.
15. No noxious, offensive, unlawful or immoral use shall be made of or on the premises.
16. All animals shall be fenced or kept on a leash. One horse may be kept on each lot. Pigs and swine are strictly prohibited.
17. All covenants and restrictions shall be binding upon the lot owner or its successors, heirs or assigns and SGAPOA or its successors, agents or assigns. Said covenants and restrictions are for the benefit of the entire Subdivision.
18. SGAPOA reserves to itself, its successors and assigns, all easements or rights-of-way indicated on the subdivision plat filed at Bexar County Texas, for the purpose of installation or maintenance of all utilities, including but not limited to gas, water, electricity, telephone, internet, television, drainage, sewage and any appurtenances to the supply lines thereof, including the right to remove and/or trim trees, shrubs and plants. Lot owner agrees to install a gate in any fence that shall be constructed on any easements for utility company access.
19. All lots are subject to easements, liens, and restrictions of record, and are subject to any applicable zoning rules and regulations. All lots are subject to height restrictions that may be imposed upon submittal of plans for approval by SGAPOA for construction to preclude any interference of safe airport operations and clearances.
20. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers. No junk, wrecking or auto storage yards shall be located on any lot. Burn pile usage is regulated by Bexar County Fire Marshall.
21. Lot owners shall have unrestricted right of usage of the runway and facilities, subject to safety regulations. Runway and tie down areas shall be permanently dedicated for use as airport facilities. Commercial operations, hangar leasing, fuel service etc., undertaken by SGAPOA or its agents shall not infringe on access to the airport facilities by lot owners.
22. The foregoing covenants are made and adopted to run with the land and shall be binding on the undersigned and all parties and persons claiming through and under it, until January 1, 2030, at which time said covenants shall automatically extend for successive periods of ten (10) years, unless an instrument, signed by a majority of the then owners of the lots in San Geronimo Airpark has been recorded, agreeing to change said covenants, in whole or in part.
23. Invalidation of any of these covenants or restrictions by judgement of any Court shall in

no way affect any of the other provisions which shall remain in full force and effect.

I, Brian Goode, President of San Geronimo Airpark Property Owners Association, do hereby certify that the foregoing covenants have been approved and adopted by owners entitled to cast a majority of all votes.

Signed this 7 day of January, 2021.

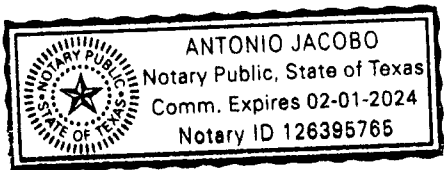
SAN GERONIMO AIRPARK PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation

Brian Goode
By: Brian Goode, Its President

STATE OF TEXAS §
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COUNTY OF BEXAR §

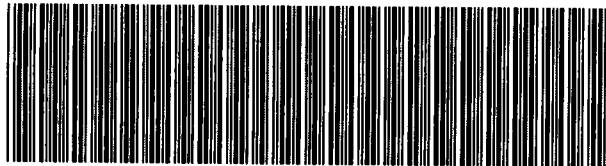
Before me, the undersigned notary public, on this day personally appeared Brian Goode, President of San Geronimo Airpark Property Owners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 7th day of Jan, 2021



Antonio Jacobo
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
San Geronimo Airpark Property Owners Association
15464 Culebra Road, #30
San Antonio, TX 78253



VG-7-2021-20210004489

File Information

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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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 Bexar County, Texas on:
1/7/2021 1:06 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk