CERTIFICATE OF SECRETARY
Willow Wood (Shavano Park) Homeowners Association, Inc
(Bexar County)

The undersigned, Eugene Patillo hereby certifies that he is the acting Managing Agent of the Willow Wood (Shavano Park) Homeowners Association, Inc. a Texas non-profit corporation; that, as such, he is the keeper of the records and minutes of the proceedings of the Association, which is duly organized and existing under the laws of the State of Texas. The undersigned hereby further certifies as follows:

Attached hereto in accordance with the provisions of applicable laws are a true and complete copy of the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions (Exhibit "A") which has not been amended, modified, or rescinded, except as attached hereto, and are in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of April 2022.

Eugene Patillo, President

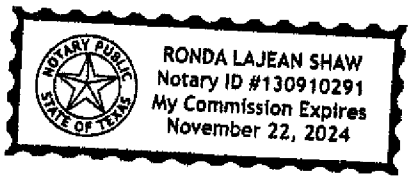
ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 14th day of April 2022 by Eugene Patillo, Managing Agent of the Willow Wood (Shavano Park) Homeowners Association, Inc. a Texas non-profit corporation, on its behalf, who stated before me that the foregoing was true and correct to the best of his knowledge and belief.

Notary Public, State of Texas

AFTER RECORDING, RETURN THIS INSTRUMENT TO:
FirstService Residential San Antonio
3424 Paesanos Parkway, Suite 100
Shavano Park, Texas 78231



AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SHAVANO PARK UNIT 18-PHASE I, UNIT 18B-PHASE II, AND UNIT 18B-PHASE III

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
SHAVANO PARK UNIT 18-PHASE I,
UNIT 18B-PHASE II, AND UNIT 18B-PHASE III

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR SHAVANO PARK UNIT 18-PHASE I, UNIT 18B-PHASE II, AND UNIT 18B-PHASE III

This Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Shavano Park Unit 18-Phase I, Unit 18B-Phase II, and Unit 18B-Phase III ("Declaration") is made to be effective as of the date of recordation hereof in the Real Property Records of Bexar County, Texas, by the **Willow Wood (Shavano Park) Homeowners Association, Inc., a Texas non-profit corporation** ("Declarant").

RECITALS

Rogers Shavano Park Unit 18/19, Ltd. ("Developer"), as the owner of the real property in the City of Shavano Park, Bexar County, Texas, described in **Exhibit A** attached hereto and incorporated herein (collectively, the "Lots," "Properties," or "Subdivision"), created a residential community for the benefit of the present and future Owners of Lots within the Subdivision, and desired to create and carry out a uniform plan for the improvement, development and sale of the Lots therein as part of the overall mixed-use development generally known and marketed as *Willow Wood* or *Shavano Park Unit 18- Phase I, Unit 18B-Phase II, and Unit 18B-Phase III* ("Development").

Developer desired to ensure the preservation of the values and amenities in the Subdivision and the Development and for the maintenance of the Common Areas therein, and to this end subjected the Properties within the Subdivision, together with annexations subsequently made to the Subdivision as herein provided, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Properties and each of the Owners thereof.

Developer also deemed it desirable for the efficient preservation of the values and amenities in the Development to create agencies to which should be delegated and assigned the powers of maintaining and administering various Common Areas within the Development to which Owners within the Subdivision will have access and which are for the benefit of Owners within the Subdivision, and for the purpose of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges created herein or in other Development documents~~;~~.

Developer therefore subjected certain real property in the City of Shavano Park, Bexar County, Texas (collectively, the "Properties") to a Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 12148, Page 1146, Official Public Records of Real Property of Bexar County, Texas ("Original Declaration").

Pursuant to the terms of the Original Declaration, the **Willow Wood (Shavano Park) Homeowners Association, Inc.** was incorporated under the laws of the State of Texas as a non-profit corporation for the purpose of exercising the functions aforesaid as to the Common Areas within the Subdivision owned by the Association and those additional areas which the Developer and/or the Association determined should be maintained for the benefit of the Subdivision and the Lot Owners thereof.

Section 13(b) of the Original Declaration provided that it could be amended by written instrument executed by the Developer and, prior to Turnover, by the President and Secretary of the

Association, upon approval of the amendment by affirmative vote of 2/3rds in number of the Directors of the Association, upon recording of such written instrument in the Real Property Records of Bexar County, Texas.

Developer filed three amendments and a correction to the Original Declaration: an Amendment recorded in Volume 12367, Page 1534, a Second Amendment, recorded in Volume 12459, Page 1840, a Third Amendment, recorded in Volume 13680, Page 2365-2373, and a correction by instrument recorded in Volume 13688, Page 1796, all in the Real Property Records of Bexar County, Texas. Declarant also filed a Certificate of Annexation and Supplemental Declaration for Shavano Park Unit 18B-Phase II, recorded in Volume 13680, Page 2374, and a Certificate of Annexation and Supplemental Declaration for Shavano Park Unit 18B-Phase III, recorded in Volume 15576, Page 900, both in the Real Property Records of Bexar County, Texas. Both Certificates of Annexation subjected the annexed property to the terms of the Original Declaration, as amended and supplemented therein, and to the jurisdiction of the Willow Wood (Shavano Park) Homeowners Association, Inc., including the liens for assessments as set forth in the Declaration.

Developer thereafter filed a Notice of ACC Turnover, Resignation of ACC Members and Assignment of Declarant's Rights, Document Number 20190065555, with the Public eRecords of Bexar County, Texas. By this document, Developer assigned and turned over to the Board of the Declarant, without recourse or warranty, all of its rights, powers, duties and obligations to appoint members of the Architectural Control Committee for the Subdivisions, except with respect to six Reserved Lots itemized in said Notice. Developer reserved its rights and powers to appoint members to its ACC and to enforce the Original Declaration, as amended, with respect to said Reserved Lots (only).

Declarant desires to amend the Declaration further in order to comply with applicable governmental requirements, and to integrate the Declaration, all prior amendments thereto, and the further amendments set forth herein into a single Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions, in furtherance of the general plan and scheme of development evidenced by the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration and declares that the Properties are and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth, and shall be subject to the jurisdiction and assessments of the Willow Wood (Shavano Park) Homeowners Association, Inc., upon and subject to the terms and provisions herein stated; it being expressly agreed and acknowledged that the covenants, restrictions, easements and conditions herein set forth shall run with the land and be binding on all parties having any right, title or interest in the Properties described or referred to herein, and their respective heirs, successors and assigns.

(1) DEFINITIONS. The terms used in this Declaration shall have the meaning subscribed to such term as set forth below:

(a) "Annexation Area" means the real property described or depicted on **Exhibit B** attached hereto and incorporated herein, which the Developer annexed to the Subdivision and the jurisdiction of the Association pursuant to **Section 2** herein.

(b) "Architectural Control Committee" and "ACC" means the committee created pursuant to Section 3 herein.

(c) "Association" or "Declarant" means the Willow Wood (Shavano Park) Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns.

(d) "Association Restrictions" means this Declaration, as amended from time to time, any supplemental declaration adopted pursuant to Article 2 herein, any Architectural Design Guidelines adopted by the ACC pursuant to Section 3(b) herein, any rules or regulations adopted by the Board pursuant to Section 6(c)(1) herein, and the Articles and Bylaws of the Association.

(e) "Board" or "Board of Directors" means the Board of Directors of the Willow Wood (Shavano Park)

Homeowners Association, Inc., which shall be governed by the Articles of Incorporation and Bylaws of the Association. Board Members/Directors must be Owners within the Subdivision.

(f) "Builder Member" means such builders approved by Developer for construction of residences within the Subdivision and who own one or more Lots for the purpose of construction of a residence thereon and resale to others.

(g) "City" means collectively, the City of Shavano Park, Texas, and the City of San Antonio, Texas, and their respective agencies, departments, boards, and commissions.

(h) "Common Areas" means all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. The initial Common Areas are designated on the Subdivision Plat. Common Areas also includes Lot 2191, Block 26 (private drainage easement and electric, gas, telephone, and cable TV easement); Lot 1969, Block 29 (private streets and electric, gas, telephone, and cable TV, pedestrian, water and/or sanitary sewer easement), Shavano Park Unit 18B-Phase II; Lot 2019, Block 26 (private variable width drainage, electric, gas, sanitary sewer, pedestrian, and cable TV easement), and Lot 1969, Block 29 (private streets and electric, gas, telephone, cable TV, pedestrian, water and/or sanitary sewer easement), Shavano Park Unit 18B-Phase III, in the City of Shavano Park, Bexar County, Texas, according to the plat thereof recorded in Volume 9590, Page 179, Deed and Plat Records of Bexar County, Texas.

(i) "Declarant" or "Association" means the Willow Wood (Shavano Park) Homeowners Association, Inc., a Texas non-profit corporation, and its successors or assigns who are designated by Declarant as such in writing, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

(j) "Declaration" means this Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions, and all amendments and supplements hereto made in accordance with the terms herein.

(k) "Governmental Authority" means all federal, state and local authorities, agencies, commissions and regulatory bodies having jurisdiction over the Properties, or any portion thereof, or over the Declarant or Owners.

(l) "Governmental Regulations" means all statutes, rules, codes, ordinances, regulations, permits, licenses and other requirements of any Governmental Authority.

(m) "Grading Plan" means the grading plan for the Properties prepared by Pape-Dawson Engineers, Inc., dated October, 2005, Job No. 4523-44, as amended from time to time. A copy of the current Grading Plan is attached hereto as **Exhibit G** and incorporated herein.

(n) "Improvements" means every structure on the Properties and all appurtenances thereto, including, but not limited to, buildings, outbuildings, storage sheds or buildings, guest quarters, gazebos, patios, driveways, walkways and paved areas, tennis courts, play structures, fountains, large barbecue units, green houses, barns, basements, and large visible decorative items, swimming pools, garages, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, and pumps, tanks, pipes, lines, meters, antennas, satellite dishes, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, fiber optic facilities, or other utilities.

(o) "Living Unit" means a single-family residence and its attached or detached garage situated on a Lot. Any references herein to "home," "house," "residence" or "dwelling" shall have the same meaning as "Living Unit."

(p) "Lot" means any tract of land out of the Properties as described in the Subdivision Plat, except for the Common Areas, and those Reserved Lots itemized by the Developer in the Notice of ACC Turnover, Resignation of ACC Members and Assignment of Declarant's Rights described in

the Recitals above.

(q) "Member" means all those Owners who are members of the Association as provided herein.

(r) "Mortgage" means any mortgage or deed of trust covering any portion of the Properties given to secure the payment of a debt.

(s) "Mortgagee" means the holder or holders of any Mortgage(s), or any other interest held as security for the performance of an obligation.

(t) "Owner" means the record owner(s), whether one or more persons or entities, of fee simple title to any Lot within the Properties, including contract sellers, but excluding those having such interest merely as security of the performance of an obligation.

(u) "Properties" means the real property in Bexar County, Texas, marketed as *Willow Wood,* and further described in **Exhibit A** attached hereto, and such additions thereto as may hereafter be subject to this Declaration, but excluding those Reserved Lots itemized by the Developer in the Notice of Turnover, Resignation of ACC Members and Assignment of Declarant's Rights described in the Recitals above.

(v) "Required Plans" means complete architectural and engineering plans, including site plans, grading plans, floor plans depicting room size and layout, exterior elevations, landscape and irrigation plans, and any other plans or information deemed necessary by the ACC for the performance of its functions in accordance with **Section** 3 herein and as further described in **Exhibit C** attached hereto and incorporated herein.

(w) "Single Family" means a group related by blood, adoption, or marriage or a number of unrelated house mates equal to the number of bedrooms in a Living Unit.

(x) "Subdivision" means the Properties, as defined herein.

(y) "Subdivision Plat" means the plat of Shavano Park Unit 18-Phase I (Planned Unit Development), Lots 1934-1954 and 2019-2020, Block 26, Lots 1955-1967, Block 27, Lot 1968, Block 28 and Lot 1969, Block 29, in the City of Shavano Park, Bexar County, Texas, Volume 9566, Pages 102-104, and the plat of Shavano Park Unit 18B-Phase II, Lots 2186-2190, Block 26, Lots 2193-2201, Block 27, and Lots 2202-2222, Block 42, in the City of Shavano Park, Bexar County, Texas, Volume 9590, Page 179 (Annexed Property), and the plat of Shavano Park Unit 18B-Phase III, Lots 2193-2203, Block 26 and Lots 2194-2201, Block 42, in the City of Shavano Park, Bexar County, Texas, Volume 9642, Pages 168-169 (Annexed Property), all as recorded in the Deed and Plat Records of Bexar County, Texas.

(z) "Turnover" shall have the meaning ascribed to such term in Section 6(f) herein.

(2) PROPERTIES SUBJECT TO THIS DECLARATION.

(a) **Properties.** The real property which is and shall be held, transferred, sold, conveyed, developed and occupied subject to this Declaration are the Properties described in **Exhibit A** attached hereto and incorporated herein, and as shown on the Subdivision Plat.

(3) ARCHITECTURAL CONTROL.

(a) **Creation and Composition.** Declarant hereby delegates enforcement of the architectural design guidelines set forth herein to an Architectural Control Committee ("ACC") of three (3) members appointed by the Association's Board of Directors, to serve until their successors are named. A person may not be appointed to serve on the ACC if the person is a current Board member, a current Board member's spouse, or a resident of a current Board member's household. Each member of the ACC shall have one (1) vote, and the ACC shall act upon the vote of a simple majority. No notice of any of its meetings shall be required. Action may be taken without a meeting as permitted herein. Subject to the terms hereinafter set forth, the Board of

Directors shall have the authority to remove members from, or add members and fill vacancies in the ACC membership. ACC members shall not be entitled to compensation for their services rendered in such capacity.

(b) **Design Guidelines.** The ACC has the authority to establish enforceable architectural design guidelines for the Properties ("Architectural Design Guidelines" or "ADG").The Architectural Design Guidelines for the Properties and the other documents and information which may affect an Owner, prospective Owner, Builder Member, or contractor for Improvements to a Lot shall be maintained at the offices of the Association's Board of Directors. Each Owner and prospective Owner is advised to obtain these documents and carefully examine each of them in addition to this Declaration to determine his rights and obligations.

(c) **Function.** No Improvement shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of the Properties until the Required Plans, in such form and detail as the ACC may deem necessary, shall have been submitted to and approved in writing by the ACC. The ACC shall have the power to utilize professional consultants to assist it in discharging its duties, and to impose reasonable fees for processing of applications.

(d) **Goals.** The goal of the ACC is to encourage the construction of Improvements of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Properties. Improvements 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 ACC, create an attractive and harmonious blend with existing Improvements and the natural surroundings. The ACC may consider, among other factors, the conformity and harmony of exterior design with existing structures in the Subdivision, the location with respect to topography, existing trees, and finished elevation, and apparent conformity with the requirements of this Declaration. The ACC may disapprove the construction or design of an Improvement on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the Properties and of other Owners, or to preserve the natural beauty of any surroundings, by preventing unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar or irregular external designs or appearances from being constructed on the Properties. Prior judgments regarding such matters of design or aesthetics shall not be deemed binding upon the ACC if the ACC feels that the repetition of such matters will have an adverse effect on the Properties.

(e) **Powers.** The ACC shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one interpretation. Members of the ACC and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of this Declaration for any damage or injury to property or for damage or loss arising out of their acts hereunder. The ACC's evaluation of Required Plans is solely to determine compliance with the terms of this Declaration and the aesthetics of the proposed Improvements. The ACC expressly disclaims any responsibility to determine compliance with any applicable Governmental Regulations, building code or other standard for construction. The ACC shall not be responsible for reviewing any plans or specifications from the standpoint of structural safety, engineering soundness, or conformance with building or other codes, or other Governmental Regulations, nor shall the ACC's approval be deemed a verification of the structural safety, engineering soundness, or conformance of the Improvements to building or other codes, or other Governmental Regulations.

(f) **Procedures.** The Owner of a Lot shall submit all Required Plans to the ACC for approval in accordance with the requirements set forth in **Exhibit C** hereto. If plans submitted by any Owner are not sufficiently complete to allow approval or disapproval, the ACC shall notify the Owner what additional documents or information is required. If the submitted plans are deemed to be inadequate or incomplete, the review period specified in **Exhibit C** hereto shall not commence until the ACC has received a complete set of the Required Plans.

(g) **Required Plans.** The initial Required Plans submittals are set forth in **Exhibit C** attached hereto and incorporated herein. The Required Plans submittals are subject to review and revision by the ACC from time to time without further notice to any Owner or other person.

(h) **Variances.** The ACC shall have the authority, but not the obligation, to grant variances and waivers relative to deviations and infractions of this Declaration and/or the ADG or to correct or avoid hardships to Owners. Upon submission of a written request for a variance, the ACC may, from time to time, in its sole discretion, permit an Owner to construct, erect or install an Improvement which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration or the ADG. In any case, however, the Improvement with such variances must, in the ACC's sole discretion, blend effectively with the general architectural style and design of the Subdivision and must not detrimentally affect the integrity of the Subdivision. All requests for variances shall be in writing, shall be specifically identified as a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the ACC has not expressly approved such request in writing within thirty (30) days of the submission of such request. No member of the ACC shall be personally liable to any Owner or any other person for any claims, causes of action or damages arising out of the grant of any variance to an Owner or the denial of same. Each request for a variance submitted hereunder shall be reviewed independently, and the grant of a variance to any one Owner shall not constitute a waiver of the ACC's authority to deny a variance to another Owner. All variances, to be effective, must be in writing. Owners are advised that certain variances may require the separate approval of the City or other applicable Governmental Authority.

(i) **Approval Letter.** Upon approval, whether conditional or unconditional, of the final Required Plans submittals, an Approval Letter will be issued by the ACC. The Approval Letter must be signed by the Owner and returned to the ACC before construction of the Improvements specified therein may begin. By execution and delivery to the ACC of the Approval Letter, the Owner covenants and agrees as follows:

(1) Construction of the Improvements will be completed within eight (8) consecutive months from start of construction, except as otherwise expressly permitted by written approval of the ACC.

(2) Construction will be in accordance with the Required Plans approved, conditionally or unconditionally, by the ACC.

(3) Any exterior changes after final approval by the ACC of the Required Plans must be approved in writing by the ACC prior to construction of those changes.

(4) Inspections of the Improvements and construction site may be made by representative(s) of the ACC.

If any of these conditions is not met, the Approval Letter shall terminate and be of no further force or effect, and the Owner shall be subject to the plan review and all other requirements set forth in this Declaration.

(j) **Notice of Denial.** If the ACC denies approval of the Required Plans, in whole or in part, it shall provide the Owner written notice of the denial by certified mail, hand delivery, or electronic delivery. The notice shall describe the basis for the denial in reasonable detail and identify the changes that must be made to the Required Plans as a condition of approval. The notice will also inform the Owner that s/he may request a hearing by the Board of Directors on or before the 30th day after the date the notice was provided or mailed to the Owner.

(k) **Failure to Act.** If the ACC fails to provide Owner with written notice of its decision within the applicable period specified in **Exhibit C** hereto, after submission by Owner of the Required Plans (subject to the ACC's rejection thereof and/or request for additional documents or information), it shall be conclusively presumed that the ACC has approved such plans; provided, however, that a deemed approval of any plan submittal shall not

extend to any deviation from or alteration to the plans actually submitted, nor to any matter requiring a written variance.

(l) **Appeal to the Board.** A decision by the ACC denying approval of the Required Plans, or conditioning approval of the Required Plans on certain changes, may be appealed to the Board of Directors. The Board shall hold a hearing not later than the 30th day after the date the Board receives the Owner's request for a hearing, and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. During the hearing, the Board and the Owner or his/her designated representative will be provided the opportunity to discuss, verify facts underlying, and resolve the denial of the Required Plans, and the changes, if any, requested by the ACC in the notice provided to the Owner. During the hearing, the Board or the Owner may request a postponement, which shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Board or the Owner may make an audio recording of the hearing. The Board may affirm, modify, or reverse, in whole or in part, any decision of the ACC, consistent with this Declaration. Upon the affirmative vote of a majority of the Directors, the Board's decision shall be final.

(m) **Decisions Final.** All decisions of the ACC, or else of the Board of Directors if a decision of the ACC is timely appealed to the Board, shall be final and binding; and there shall be no revisions of any action of the ACC (or else of the Board after appeal) except by procedure for injunctive relief when such action is patently arbitrary and capricious. In the event of construction of Improvements or threatened construction of Improvements in violation of this Declaration, any Owner or the Association may seek to enjoin such construction or seek other relief against the Owner or builder responsible therefor, provided that Owner shall first be given written notice of the perceived violation and the opportunity to remedy the violation prior to the filing of suit as provided herein.

(n) **Compliance Inspection.** The ACC may, but is not required to, inspect any Lot or Improvements for compliance with such considerations as setbacks or other specific, objective construction requirements. The ACC's agent may inspect those items reviewed by the ACC, including inspection for conformance to the site plan (grading and drainage), building plan, landscaping plan, and exterior design, colors and materials. If the ACC determines that significant field discrepancies exist, the ACC may notify the Owner of the nature and extent of the discrepancy. Written clarification must be supplied by Owner to the ACC within ten (10) working days of receipt of such notification. If clarification by the Owner is not forthcoming or is determined to be inadequate by the ACC, the ACC may at its sole discretion retain a private consultant for the purpose of obtaining a further opinion, and may recommend that the Board consider an action for injunctive relief to correct such discrepancies. All reasonable professional fees and expenses associated with this procedure may be assessed by the ACC against and collected from the Owner.

(o) **Limitation of Liability.** Neither the Declarant, the ACC, nor any of the members, partners, officers or directors thereof, shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner 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 and specifications or requests for variance or for any damage or injury to property or other damage or loss arising out of the acts or omissions of the ACC or Association.

(p) **Duration.** The ACC shall be duly constituted and shall continue to function for the entire duration of this Declaration, including any extensions thereof. The Association, acting through its Board of Directors, has succeeded to and will exercise the powers of Developer with respect to the ACC and shall hereafter have the right and obligation to appoint the members of the ACC. The Board of Directors shall appoint three (3) or more members to the ACC, and each member of the ACC shall have one (1) vote. The ACC shall be under the jurisdiction of the Board of Directors and shall function as any other committee that may be formed by the

Board. The ACC shall receive its orders from the Board and shall follow the guidelines in reporting to the Board as deemed necessary by the Board. By order of a majority of the Board, any member on the ACC may be removed and a replacement named by the Board at any time as deemed necessary by the Board.

(q) **Governmental Permits.** In addition to compliance with the covenants, conditions and restrictions and the requirement for ACC approval of all Required Plans as set forth in this Declaration, each prospective purchaser and Lot Owner is advised that each Lot Owner shall be responsible for obtaining all required permits prior to the commencement of construction or alteration of any Improvements on any Lot, including, without limitation, applicable permits issued by the City for construction work; demolition; roofing; curb cuts, driveway approaches and street cuts; gas, electric and plumbing facilities ; installation of satellite dishes and similar appurtenances; tree trimming ; fences and walls; sprinkler systems; and, heating and air conditioning systems. All Improvements located, erected, constructed and installed upon any Lot shall conform to and be continuously maintained in accordance with all applicable Governmental Regulations.

(4) GENERAL RESTRICTIONS. The Properties and all Improvements, and the use and development thereof, are subject to the general restrictions set forth on **Exhibit D** attached hereto and incorporated herein.

(5) CONSTRUCTION STANDARDS AND REQUIREMENTS. The Properties and all Improvements, and the development thereof are subject to the construction standards and requirements set forth on **Exhibit E** attached hereto and incorporated herein.

(6) HOMEOWNERS ASSOCIATION.

(a) **Creation.** The Owners of Lots within the Subdivision have created the Willow Wood (Shavano Park) Homeowners Association, Inc., a non-profit, self-sustaining corporate homeowners' association for the Subdivision. The Association may elect to do business pursuant to an assumed name determined by the Board.

(b) **Membership and Voting.** Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a Member of the Association; provided, however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a Member.

(c) **Powers.** The Association shall have the powers of a Texas nonprofit corporation. It shall further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by applicable law or this Declaration. Without in any way limiting the generality of the foregoing, the Board, acting on behalf of the Association, shall have the following powers at all times:

(1) To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such rules, regulations, and Bylaws not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Subdivision, including the operation, maintenance and preservation thereof, or the Association.

(2) To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions.

(3) To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Association Restrictions available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage, upon request during normal business hours.

(4) To levy and collect the Assessments and other charges as provided in **Article 7** herein.

(5) To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

(6) To retain and pay for the services of a person or firm ("Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. Each contract entered into between the Association and the Manager will be terminable by the Association without cause upon sixty (60) days written notice to the Manager. To the extent permitted by law, the Board may delegate any other duties, powers, and functions to the Manager. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD FROM LIABILTY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

(7) To enter at any time without notice in an emergency (or in the case of non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Association Restrictions or for the purpose of maintaining or repairing any area, Improvement, or other facility to conform to the requirements of this Declaration. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon or therein will be a personal obligation of the Owner of the Lot so entered, will be deemed a special Assessment against such Lot, will be secured by a lien upon such Lot, and will be enforced in the same manner and to the same extent as provided in **Article 7** herein for Assessments. The Association will have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, to restrain and enjoin, any breach or threatened breach of the Association Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Association Restrictions; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Developer, or its successors or assigns. The Association may not alter or demolish any Improvements on any Lot other than Common Areas in enforcing this Declaration before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) has been obtained. **EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION 'S ACTS OR ACTIVITIES UNDER THIS SECTION (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

(8) To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Common Area for the purpose of constructing, erecting, operating or maintaining the following:

(i) Parks, parkways or other recreational facilities or structures;

(ii) Roads, streets, sidewalks, signs, street lights, walks, driveways, trails, paths, and landscaping;

(iii) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;

(iv) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or

(v) Any similar improvements or facilities.

Nothing set forth above, however, will be construed to permit use or occupancy of any Improvements or other facilities in a way that would violate applicable use and occupancy restrictions imposed by the Association Restrictions or by any Governmental Authority.

(9) To pay for water, sewer, garbage removal, streetlights, landscaping, gardening and all other utilities, services, repair and maintenance for the Properties, and any Common Area, including but not limited to private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, and lakes.

(10) To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to applicable law (including the Texas Non-Profit Corporation Act) or under the terms of the Association Restrictions or as determined by the Board.

(11) To enter into a contract or agreement with any other property owner's association for the purpose of sharing the costs to operate, maintain, repair, and replace any real and personal property which benefits the Association. The Board will have the express authority to contribute from Assessments the portion of costs and expenses allocated to the Association pursuant to any such contract or agreement.

(12) To construct new Improvements or additions to any property owned, leased, or licensed by the Association.

(13) To enter into bulk rate contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain any Common Area, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of the Board, the Association or the Members.

(14) To acquire, own and dispose of all manner of real and personal property, including habitat, whether by grant, lease, easement, gift or otherwise.

(15) To do any act, thing or deed that is necessary or desirable, in the judgment of the Board, to implement, administer or enforce any supplemental declaration adopted pursuant to **Article 13** herein.

(16) To establish rules and regulations governing and limiting the use of the Common Area and any Improvements thereon.

(d) **Acceptance of Common Area.** The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real property. The Developer and its assignees may transfer or convey to the Association interests in real or personal property within or for the benefit of the Subdivision, or the Subdivision and the general public, and the Association will accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Such property will be accepted by the Association and thereafter will be maintained as Common Area by the Association at its expense for the benefit of the Development and/or the general public subject to any restrictions set forth in the deed or other instrument transferring or assigning such property to the Association. Upon the Developer's written request, the Association will re-convey to the Developer any unimproved real property that the Developer originally conveyed to the Association for no payment to the extent conveyed in error or needed to make minor adjustments in property lines.

(e) **Indemnification.** To the fullest extent permitted by applicable law but without duplication

of (and subject to) any rights or benefits arising under the Articles or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal administrative or investigative, by reason of the fact that he is, or was, a director, officer, committee member, employee, servant or agent of the Association, against expenses, including attorneys' fees, court and other costs reasonably incurred by him in connection with such action, suit or proceeding, if it is found and determined by the Board or a Court that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, has no reasonable cause to believe that his conduct was unlawful.

The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against him or incurred by him in any such capacity, or arising out of his status of such, whether or not the Association would have the power to indemnify him against such liability or otherwise.

(f) **Turnover.** Except with respect to six Reserved Lots itemized in the Developer's Notice of ACC Turnover, Resignation of ACC Members and Assignment of Declarant's Rights described in the Recitals above, the Developer has transferred and assigned to the Association all of its rights with respect to management of the Subdivision, and the Board has assumed all obligations and duties associated therewith ("Turnover"). Upon completion of construction of the last residence in the Subdivision, the Developer will similarly transfer and assign to the Association all rights, powers, duties and obligations with respect to the six Reserved Lots, and the Reserved Lots shall be subject to the terms and conditions of this Declaration. **FROM AND AFTER THE TIME OF SUCH TURNOVER, THE ASSOCIATION SHALL INDEMNIFY AND HOLD DECLARANT HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OR DAMAGES OF EVERY KIND ARISING OUT OF THE DEVELOPMENT AND OPERATIONS OF THE ASSOCIATION AND THE COMMON AREAS.**

(7) ASSESSMENTS.

(a) **Assessments.**

(1) Assessments established by the Board of the Association pursuant to the provisions of this **Article** will be levied against each Lot except for the Exempt Property in amounts determined pursuant to **Section 7(d)** herein. The total amount of Assessments will be determined pursuant to **Section 7(b)** and/or **7(c).**

(2) Each Assessment together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Lot against which the Assessment is levied and will be secured by a lien held by the Association against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this **Article.**

(3) The Board will establish a maintenance fund into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under this Declaration. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended.

(b) **Annual Assessment.** Prior to the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under this Declaration, including but, not limited to, the cost of all management, repair and maintenance,the cost of providing street and other lighting, the cost of administering and enforcing the covenants and restrictions contained herein, and will

estimate the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses will then be levied at the level of Assessments set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time to time, levy further Annual Assessments in the same manner. All such regular Annual Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. At the Board's sole and absolute discretion, the maximum regular Annual Assessments permitted hereunder may be increased by no more than ten percent (10%) per year, unless approved by at least two-thirds in number of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

(c) **Special Assessments.** In addition to the regular Annual Assessments provided for herein, the Board may levy Special Assessments uniformly against the Lots (except for the Exempt Property) to enable the Board to carry out the mandatory functions of the Association under this Declaration. The amount of any Special Assessments will be at the reasonable discretion of the Board. In addition to the Special Assessments authorized above, the Association may, in any fiscal year, levy uniformly against the Lots (except for the Exempt Property), a Special Assessment applicable to that fiscal 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 any Common Area. All Special Assessments levied hereunder shall require the approval of at least two-thirds in number of the Members at a meeting called for that purpose, by written notice provided to each Member at least twenty (20) days prior to the meeting, and with at least sixty percent (60%) of the votes in the Association present or represented by proxy at said meeting. If sixty percent (60%) of the votes in the Association are not represented at the meeting, a second meeting may be called with the same notice and the quorum needed for said second meeting shall be thirty percent (30%) in number of the votes in the Association represented in person or by proxy.

(d) **Amount of Assessment.**

(1) Assessments levied pursuant to **Section 7(b)** and **Section 7(c)** will be levied uniformly against the Lots (except the Exempt Property).

(2) Notwithstanding anything herein contained to the contrary, all Unimproved Property (as herein defined) shall be assessed at the rate of twenty-five percent (25%) of the rate established for the Annual Assessments and Special Assessments hereunder from time to time. For purposes hereof, "Unimproved Property" means a Lot owned by a Builder Member on which construction of a Living Unit has not been completed or been occupied as a residence. Any approval required of Owners pursuant to **Sections 7(b)** and **7(c)** herein with respect to the Assessments shall mean only those Owners of Property subject to the full rate for Assessments, and shall not include any Owners of Unimproved Property.

(e) **Late Charges.** If any Assessment, whether regular or special, is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be a charge upon the Lot owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Lot; provided, however, such charge will never exceed the maximum charge permitted under applicable law.

(f) **Owner's Personal Obligation for Payment of Assessments.** Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Lot against which are

levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefor (or if there is no such highest rate, then at the rate of 1 and 1/2% per month), together with all costs and expenses of collection, including reasonable attorney's fees, court and other costs.

(g) **Assessment Lien and Foreclosure.** The payment of all sums assessed in the manner provided in this **Article** is, together with late charges as provided in **Section 7(e)** and interest as provided in **Section 7(f)** herein and all costs of collection, including attorney's fees, court and other costs as herein provided, secured by the continuing Assessment lien granted to the Association pursuant to **Section 7(a)(2)** above, and will bind each Lot in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Lot, except only for tax liens and all sums secured by a first mortgage lien or first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Property in question, provided such Mortgage was recorded in the Official Public Records of Bexar County, Texas, before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notice may be signed by one of the officers of the Association and will be recorded in the Official Public Records of Bexar County, Texas.

Each Owner, by accepting a deed or ownership interest to a Lot subject to this Declaration will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. Such lien for payment of Assessments may be enforced by the non-judicial foreclosure of the defaulting Owner's Lot by the Association in like manner as a real property mortgage with power of sale under Tex. Prop. Code §51.002. The Board may designate a trustee for the benefit of the Association, with the Association at all times retaining the power to remove any trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person.

Before instituting any action for the collection of a delinquent assessment or associated interest, fees or charges, the Association will provide the Owner with written notice, by certified mail, of each delinquent amount and the total amount of payment required; and allowing the Owner forty-five (45) days to cure the delinquency, failing which the Association may proceed with formal collection efforts.

The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies that the Association may have by law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any portion of any Lot; except, however, that in the event of foreclosure of any first-lien Mortgage securing indebtedness incurred to acquire such Lot, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out

of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first lien Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale. Upon payment of all sums secured by a lien of the type described in this **Section,** the Association will upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release will be signed by an officer of the Association.

Except as otherwise provided by applicable law, the sale or transfer of a Lot will not relieve the Owner of such Lot or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Lot and on the date of such conveyance Assessments against the Lot remain unpaid, or said Owner owes other sums or fees under this Declaration to the Association, the Owner will pay such amounts to the Association out of the sales price of the Lot, and such sums will be paid in preference to any other charges against the Lot other than a first lien Mortgage or assessment liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Lot which are due and unpaid. The Owner conveying such Lot will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Lot also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Lot to a third party; provided, however, that no administrative fee will be due upon the transfer of a lot from Declarant to a third party.

(h) **Fines and Damages Assessment.** The Board may assess fines against an Owner for violations of any restriction set forth in this Declaration or any Association Restrictions, which have been committed by an Owner, an occupant of the Owner's Lot, or the Owner or occupant's family, guests, employees, contractors, agents or invitees. Any fine and/or charge for damage levied in accordance with this **Section** will be considered an Assessment pursuant to this Declaration. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of any Common Area or any facilities owned or maintained by the Association. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the rules and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

The procedure for assessment of fines and damage charges will be as follows:

(1) The Association, acting through an officer, Board member or Manager, must give the Owner written notice of the fine or damage charge not later than thirty (30) days after the assessment of the fine or damage charge by the Board;

(2) The notice of the fine or damage charge must describe the violation or damage;

(3) The notice of the fine or damage charge must state the amount of the fine or damage charge.

(4) The notice of a fine or damage charge must state that the Owner will have thirty (30) days from the date of the notice to request a hearing before the Board to contest the fine or damage charge; and

(5) The notice of a fine must allow the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months.

Fine and/or damage charges are due immediately after the expiration of the thirty (30) day

period for requesting a hearing. If a hearing is requested, such fines or damage charges will be due immediately after the Board's decision at such hearing, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

The payment of each fine and/or damage charge levied by the Board against the Owner of a Lot is, together with interest as provided in **Section 7(f)** herein and all costs of collection, including attorney's fees as herein provided, secured by the lien granted to the Association pursuant to **Section 7(a)(2)** of this Declaration. Unless otherwise provided in this **Section,** the fine and/or damage charge will be considered an Assessment for the purpose of this **Article** and will be enforced in accordance with the terms and provisions governing the enforcement of Assessments pursuant to this **Article.**

(i) **Exempt Property.** The following Property will be exempt from the Assessments, charges and liens created herein (collectively, the "Exempt Property"):

(1) All area dedicated and accepted by Governmental Authority, by recordation of an appropriate document in the Official Records of Bexar County, Texas.

(2) The Common Areas;

(3) Portions of the Properties designated for common use, greenbelts, common areas, or otherwise designated as non-developable property by the Association and/or portions of the Property owned by the Association;

(4) Any portion of the Properties owned by Developer.

The Owners of the Exempt Property will not be liable for Assessments, charges or liens which would otherwise be attributable to such Properties.

(8) COMMON AREAS, STREETS AND SECURITY.

(a) **Mortgage and Conveyance of Common Areas.** Common Areas owned by the Association shall not be mortgaged or conveyed by the Association without the prior approval of two-thirds (2/3) of the Owners. If ingress or egress to any Lot is through the Common Areas, any mortgage or conveyance of the Common Areas by the Association shall be subject to an easement of ingress and egress for the Owner of such Lot(s). Ownership of all or any portion of the Common Areas will be transferred to the Association, free of encumbrance other than as provided herein, at a time deemed appropriate by the Declarant. Nothing herein shall be construed as requiring Declarant to construct improvements upon the Common Areas.

(b) **Appearance of the Common Areas.** Areas of the Development are intended to retain a "natural" appearance, as compared to a "manicured" appearance. Accordingly, Common Areas may be seeded with vegetation which is indigenous to South and Central Texas, and are to be maintained in accordance with the natural cycle of such indigenous vegetation.

(c) **Members' Easements of Enjoyment.** Subject to the provisions of **Subsections (d)** and **(e)** of this **Section,** every Member shall have a common right and easement of enjoyment in and to the Common Areas and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

(d) **Extent of Members' Easements.** The rights and easements of enjoyment created hereby shall be subject to the following:

(1) The rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat and/or in this Declaration.

(2) The rights of the Association, once it has obtained legal title to the Common Areas, to do the following:

(i) To borrow money for the purpose of constructing or improving the Common Areas and, in aid thereof, to mortgage said properties and facilities, in accordance with the Articles of Incorporation and Bylaws of the Association.

(ii) To take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and

(iii) To enter into one or more contracts or agreements for the maintenance or improvement of the Common Areas.

(e) **Streets.** Streets within the Subdivision shall be private and shall be owned and maintained by the Association. Each prospective Lot Owner should carefully note the width of the paved portion of the streets, the proximity of trees to the pavement, and the location of trees within various esplanades. In purchasing a Lot, the Owner specifically assumes the risk for himself, his family, employees, guests, contractors and all other invitees of driving in narrow streets bordered closely by trees and agrees to do so in a safe manner. Each prospective Lot Owner also is notified that the drainage ditches, culverts and other drainage facilities within the Subdivision are owned by the Association. Each prospective Lot Owner should carefully note the location of the facilities and avoid unsafe conduct in those areas.

The Board of Directors may make reasonable rules and regulations governing access to the Subdivision and the use of Subdivision streets, including parking, and may prescribe such penalties, as it determines reasonable and necessary to promote safety within the Properties. In the event an Owner or Owner's family member or guest repeatedly violates such rules or fails to operate a motorized vehicle at or below the posted maximum rate of speed and in a safe, reasonable and prudent manner on the private streets within the Subdivision, such person may be subject to such penalties, including, but not limited to fines and/or the temporary suspension of such person's right to traverse the private streets within the Subdivision via motorized vehicle for a period not to exceed thirty (30) days.

The Board may make such other and further rules regarding notification of safety infractions, proof of safety infractions and/or enforcement of the penalties as may be reasonably necessary to give effect to this **Section.** In the event speed and traffic control in the Subdivision are assumed by the City or by some other public agency having the authority to issue penalties for infractions thereof, the penalties prescribed herein may not be imposed in addition to the penalties imposed by said public entity.

(f) **Entry Gate.** Vehicular access to the Subdivision will be provided through a controlled entry gate to be maintained by the Association.

(g) **Security.** The Association is not a provider of any security, and Owners must provide their own security for their home, improvements, and personal property on the Properties.

(9) GOVERNMENTAL REQUIREMENTS.

(a) **Compliance.** All Improvements located, erected, constructed and installed upon any Lots and all activities of the Owners, their tenants, invitees, agents, employees and contractors on or about the Properties, shall conform to and comply with all applicable Governmental Regulations, including, without limitation, all building code, subdivision and zoning requirements of the City.

(b) **Precedence Over Less Stringent Governmental Regulations.** If the covenants, conditions and restrictions set forth in this Declaration set or establish minimum standards or limitations or restrictions on use in excess of any Governmental Regulations, the covenants, conditions and restrictions set forth in this Declaration shall take precedence and prevail over any less stringent Governmental Regulations. Similarly, when any Governmental Regulations are more stringent than those set forth in this Declaration, the more stringent Governmental Regulations

shall control.

(c) **Remedies of the Association.** By acceptance of a deed to a Lot, each Owner agrees that the Association shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by Governmental Authority is maintained, or on which there has been a failure to perform any act required by Governmental Authority,for the purpose of curing any such violation, provided that the Owner has been given five (5) days prior written notice and has failed to remedy the violation within such time. **EACH OWNER INDEMNIFIES AND HOLDS HARMLESS THE ASSOCIATION FROM ALL COST AND EXPENSE OF ANY SUCH CURATIVE ACTION AND ANY COST OR EXPENSE OR PENALTIES OR FINES LEVIED BY ANY GOVERNMENTAL AUTHORITY AS A RESULT OF THE ACT OR FAILURE TO ACT OF THE OWNER WITH RESPECT TO ITS LOT(S) OR THE PROPERTIES. THE FOREGOING REMEDY SHALL BE CUMULATIVE OF ALL OTHER REMEDIES FOR VIOLATIONS OF PROVISIONS OF THIS DECLARATION.**

(d) **Additional Obligations.** By acceptance of a deed to a Lot, or by initiating construction of Improvements to a Lot, each Owner assumes responsibility for complying with all certifications, permitting, reporting, construction, and procedures required under all applicable Governmental Regulations, including, but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41176 et seq.), and with the responsibility of ascertaining and complying with all regulations, rules, rulings, and determinations of the Texas Commission on Environmental Quality (TCEQ), related to each Lot, including, without limitation, the provisions of Chapters 325 and 331, Texas Administrative Code, and any specific rulings made pursuant to the terms thereof. The foregoing references are made for the benefit of Owner and do not in any way limit the terms and requirements of this covenant and the requirement that all Owners and contractors comply with all Governmental Regulations, and any plan required by such Governmental Regulations, such as a Storm Water Pollution Plan, affecting each Lot and construction site with which they are associated, including delivery to Declarant of a certification of understanding relating to any applicable Texas Pollutant Discharge Elimination System permit prior to the start of construction. **EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT AND EACH BUILDER AND CONTRACTOR, BY UNDERTAKING THE MAKING OF IMPROVEMENTS TO A LOT, AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY DECLARANT FROM AND AGAINST ALL COST (INCLUDING REASONABLE ATTORNEYS FEES AND COURT AND OTHER COSTS), LOSS, LIABILITIES, FINES, PENALTIES OR DAMAGE OCCASIONED BY THE FAILURE TO ABIDE BY ANY APPLICABLE GOVERNMENTAL REGULATIONS RELATED TO THE LOT AND/OR THE PROPERTIES.**

(e) **EARZ Restrictions.** The Properties and Lots lie within the area classified as the Edwards Aquifer Recharge Zone (EARZ) and as such are subject to the rules and regulations of agencies of the State of Texas, including the TCEQ, governing the use of said land, in addition to the ordinances of the City of Shavano Park and statutes or regulations affecting the Properties enacted by other Governmental Authorities. Owners are advised that such requirements and prohibitions may relate to the types of pesticides and fertilizers which may be used, minimum topsoil requirements, inspection of sewer laterals prior to covering, and criteria standards for sewer pipe, among other matters. Each Owner is responsible for ascertaining all such requirements and prohibitions with respect to his Lot and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action by the ACC or the Association shall act to relieve an Owner from such duty of compliance. In addition to the foregoing, each Owner is required to abide by and comply with all of the terms of that certain Water Pollution and Abatement Plan (WPAP), recorded in Volume 8233, Page 1945, Real Property Records of Bexar County, Texas. A copy of the WPAP may be obtained from the Association. OWNERS ARE ALERTED THAT THE WPAP CONTAINS RESTRICTIONS APPLICABLE TO THEIR LOTS.

(10) EASEMENTS.

(a) **Subdivision Plat.** The Subdivision Plat creates for use as such, subject to the limitations set forth herein, certain private streets and easements shown thereon, and further establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Developer, conveying said property or any part thereof.

(b) **Sidewalk Easement.** Each Owner shall, upon acceptance of a deed to his Lot, be deemed to have granted an easement of use to the public as to any sidewalk on his Lot, and shall execute any instruments necessary to evidence such easement grant.

(c) **Reserved Easements.** All dedications, limitations, restrictions and reservations shown on any plat covering all or any portion of the Properties, and all grants and dedications of easements, rights-of- way, restrictions, and related rights made by Developer prior to the Properties becoming subject to this Declaration, 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 or to be executed by or on behalf of Developer conveying any part of the Properties. Further, Declarant, as assignee of and successor to Developer, hereby reserves for the benefit of Declarant, Bexar County, the City, and all Owners and any public or private providers of utility services to the Properties and their respective successors and assigns, a nonexclusive easement for utility purposes over, under, within and upon other easement areas shown on the plats of the Properties, as hereafter amended, for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing from time to time any and all utility lines, systems and facilities deemed necessary or appropriate by Declarant for development of the Properties. Further, Declarant reserves the right, and all Owners agree to cooperate, to grant, dedicate, reserve or otherwise create, at any time or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, electricity, telephone, fiber optics, sanitary, sewer and drainage), across any Lot or on any portion of the Properties as is necessary or efficient to supply all utilities to all Lots.

(d) **Drainage Easements.** Easements for drainage throughout the Subdivision are identified and reserved as shown on the Subdivision Plat (collectively, the "Drainage Easements"). No Owner of any Lot in the Subdivision may perform or cause to be performed any act which would alter or change the course of such Drainage Easements in a manner that would divert, increase, accelerate or impede the flow of water over and across the Drainage Easements. More specifically, and without limitation, no Owner may:

(1) Alter, change or modify the existing natural vegetation or design of the Drainage Easements in a manner that changes the character of the design or original environment of such Drainage Easements.

(2) Alter, change or modify the existing configuration of the Drainage Easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the ACC.

(3) Construct, erect or install a fence or other structure of any type or nature within or upon such Drainage Easement; provided, however, that fences may be permitted in the event the proper openings are incorporated therein to accommodate the flow of water over said easement as determined by a qualified engineer and the appropriate Governmental Authority authorizes the construction.

(4) Permit storage, either temporary or permanent, of any type upon or within such Drainage Easements.

(5) Place, store or permit to accumulate trash, garbage, leaves, limbs or other debris within or upon the drainage easements, either on a temporary or permanent basis.

On any Lot adjoining a greenbelt and/or Drainage Easement, the Owner, builder, contractor and all subcontractors shall be responsible for keeping all drainage areas and drainage easements free of construction materials, debris, equipment or other properties which might impair the drainage or flow of water within such areas, including the construction and maintenance of outlets within any perimeter fence abutting a Drainage Easement. Any landscaping or vegetation (including trees and grass) within such areas altered or damaged during the construction process shall be replaced by the Lot Owner at such Owner's expense to the satisfaction of the ACC, or the Association. All vegetation within the greenbelt and/or Drainage Easement will be maintained in its natural state and at no time will the taking of trees be allowed, unless it is determined by the Association that it is in the best interest of safety or when constructing or improving the areas for the benefit of the community. The Association will be allowed to contract for the basic maintenance and clearing of greenbelts and Drainage Easements as needed and shall have an easement upon and across all adjacent Lots to perform such services.

The Grading Plan has been prepared for the Properties and is maintained by Developer at its offices. By acceptance of a deed to any Lot, each Owner covenants and agrees to ensure that its Lot is graded and maintained in accordance with such Grading Plan and that the drainage of such Lot is maintained in accordance with such Grading Plan upon construction of any Improvements on the Lot. Each Owner shall maintain safe and adequate drainage within and across his Lot and no Owner shall construct or maintain any Improvements or permit any condition which diverts, impedes, backs up, or otherwise prevents or impedes the drainage and flow of surface water on, over or across such Lot.

The failure of any Owner to comply with the provisions of this **Section** shall in no event be deemed or construed to impose liability of any nature on the Association or ACC, and neither the Association nor ACC shall be charged with any affirmative duty to police, control or enforce such provisions. The Drainage Easements provided for in this Declaration shall in no way affect any other recorded easement in the Subdivision.

Notwithstanding anything herein to the contrary, the creation and/or maintenance of any Drainage Easements within the Subdivision shall not be deemed to constitute nor be construed as a representation or any assurance by Developer, the Association, the ACC, or any Owner that stormwater and other drainage shall be collected and detained wholly within such Drainage Easements. Each Owner is advised of the potential for such stormwater or other drainage collection outside of the limits of the Drainage Easements.

(e) **Utility Easements.** Easements for installation and maintenance of utilities, cable television, and other utility facilities to service the Properties and certain adjoining land have been or will be reserved as shown on the Subdivision Plat and/or as provided by instruments of record or to be recorded. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers, unless otherwise specifically prohibited by the plat or any other recorded easement or the utility provider; provided, however, that no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities. The easement area of each Lot, if any, and all improvements in such easement area shall be maintained continuously by the Owner of the Lot, except for those improvements for which Governmental Authority or any utility or private company is responsible. Neither the Association, the ACC, nor any utility company using the utility easements shall be liable for any damage done by them or their assigns, agents, employees, or servants to shrubbery, grass, streets, flowers, trees, landscape or other property of the Owners situated on the land covered by said easements, except as may be required by Governmental Regulations or by custom and practice of such utility company.

(f) **Fence, Wall, Landscape, Maintenance and Access Easements.** Declarant hereby reserves unto itself and its respective assigns, a five-foot wide (5') wall, fence, and landscaping

easement on the side/rear property line of Lots 1934 and 1954, Block 26 and the rear property lines of Lots 1935 and 1936, Block 26. Within said easement, Declarant and its respective assigns in writing, shall have the right, but not the obligation to construct a fence, and to install and maintain such landscaping and plants as they may determine, and shall have the right to erect, install and maintain such project features and signage as they may determine. The easement owners shall also have a general right of access upon such Lots for the purpose of such initial construction and thereafter to exercise the other powers reserved unto them under the easement hereby established. Any fence constructed by Developer or Declarant pursuant to the rights herein retained shall be the property of the Association following completion of construction, and the Association shall thereafter maintain said fence at all times and shall ensure that the exterior thereof is kept clean and free of all defacing, blemishes, mars, and markings thereon.

(g) **Certain Other Easements.** There is hereby created in favor of the easement owners, the Association, and their respective successors and assigns, a right of ingress or egress across, over, and under the Properties for the purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, electricity, gas, and appurtenances thereto, and to construct, reconstruct, repair, correct, replace, or maintain any wall, fixture, light, or other structure or item required to be constructed or maintained under the terms hereof or to correct or remove any condition prohibited to be maintained under the terms hereof.

(h) **Maintenance of Easements.** By acceptance of a deed to any one or more Lots, the Owner thereof covenants and agrees to keep and maintain, in a neat and clean condition, any easement which may traverse any portion of said Lot or Lots, including, without limitation, removing weeds, mowing grass and trimming shrubbery and trees, if any, within such easement area.

(i) **Damages.** Neither the Association nor the ACC, nor any member of any of them, shall be liable for any damages done by any utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under or through the Properties, to persons or to property, including, without limitation, fences, shrubbery, trees or flowers or other property now or hereinafter situated on, in, under, or through the Properties. No provision hereof related to placement or the nature of structures or conditions on a Lot, nor the approval thereof, express or implied, by the Developer, the Association, or the ACC shall affect the rights of easement owners nor enlarge the rights of Owners with regard to the construction or maintenance of Improvements or conditions within the easement area.

(11) ENFORCEMENT.

(a) **Enforcement.** The Association and each Owner shall have the right, but not the obligation, to enforce all restrictions and covenants imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right. The reservation of the right of enforcement shall not create an obligation of any kind to enforce same. Any court action brought to enforce any obligation or restriction hereunder shall, if successful, entitle the party initiating such action to the award of costs and attorney's fees.

(b) **Additional Remedies.** In addition to the remedies for enforcement provided for elsewhere in this Declaration or by law, the violation or attempted violation of the provisions of this Declaration, or any amendment hereto, or of any guidelines, rules, regulations, bylaws, or Articles of Incorporation herein referenced or permitted, by any Owner, his family, guests, lessees or licensees shall authorize the Association (in the case of all of the following remedies) or any Owner (in the case of the remedies provided in **Subsection (3)** below), including Declarant, to avail itself of any one or more of the following remedies:

(1) The suspension by the Association of rights to use any Association property for a period

not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy.

(2) The right of the Association, but not the obligation,to enter the Lot to cure or abate such violation through self-help and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy.

(3) The right to seek injunctive or any other relief provided or allowed by law against such violation and to recover from such Owner all its expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs; or

(4) Before the Association may invoke the remedy of suspension of privileges as set forth herein, it shall give written notice of such alleged violation to Owner, and shall afford the Owner the opportunity of a hearing at which the owner and any persons the Owner desires may attend. Thereafter, if a violation is found to exist, the Association's right to proceed with the suspension of privileges shall be absolute. Each day a violation continues after notice thereof has been given to the Owner shall be deemed a separate violation. Failure of the Association~~, the Declarant~~, or of any Owner to take any action upon any violation shall not be deemed a waiver of any right to take enforcement action thereafter or upon a subsequent violation. No Owner shall have the right to compel or require the filing of suit by the Association.

(c) **Remedial Action.** If, in the opinion of the Association or the Owners owning twenty-five percent (25%) or more in area of the Properties, any Owner has failed to construct, landscape or maintain its Lot(s), as specified in the general restrictions and construction standards and requirements set forth in this Declaration or any Association Restrictions, the Association or such Owners, as applicable ("Enforcing Party," whether one or more) may enforce such obligations in accordance with the following:

(1) Give the Owner written notice of such failure, whereupon the Owner must–submit a plan for remedy within thirty (30) days, and perform the required remedy in a reasonable time as determined by the Association.

(2) Should the Owner fail to fulfill its obligations hereunder within thirty (30) days, then the Enforcing Party shall have the right, but not the obligation, to perform such remedy without any liability for damages or wrongful entry or trespassing.

(3) The defaulting Owner or occupants (including lessees) of any part of the Lot(s) in which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Enforcing Party for such cost.

(4) Should the Owner or occupant fail to reimburse the Enforcing Party within thirty (30) days after receipt of the statement for such work, then the debt shall be a debt of all such persons, jointly and severally, and shall constitute a lien against the Lot on which the work was performed.

(5) Failure by any Owner to pay on time will result in the over-due amount bearing interest at the highest per annum legal rate of interest permitted, and the Owner shall additionally be obligated to pay reasonable attorney's fees and court and other costs incurred by the Enforcing Party.

(6) The Association shall have the right to enter the grounds of any Lot, at any time for the purposes of inspecting the Lot and determining the adequacy of the Owner's maintenance without any liability for damage, wrongful entry or trespassing.

(7) To the fullest extent permitted by law, the City shall also have the right, but not the obligation, to enforce the general restrictions and construction standards and requirements imposed in this Declaration.

(d) **Non-waiver.** The obligation to abide by the provisions contained in this Declaration shall be deemed to be of a continuing and continual basis. Each and every day an Owner

allows a condition to exist on its Lot which is not in compliance with the requirements contained herein shall constitute a separate and individual violation hereof and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of the statute of limitations, waiver and laches with respect to covenant violations. Noncompliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance in accordance with the applicable provisions herein. Failure of the Association, the ACC, or of any Owner or other person to enforce the terms of this Declaration shall in no event be deemed a waiver of the right to do so at any time or from time to time thereafter.

(e) **Assessments by Award or Judicial Decree.** In the event arbitration or litigation is necessary to enforce any provision contained within this Declaration, any and all awards granted by the arbitrator, or damages, penalties, fees, costs, and/or any other charges awarded in the decree shall also constitute an Assessment, which shall likewise run with the land, and which shall have the same priority as the lien created in **Section 7** herein. Failure to pay Assessments imposed under this **Section** shall constitute an event which may give rise to the remedies provided in **Article 7** herein.

(12) DISCLOSURES; INDEMNIFICATION AND RELEASE.

(a) **Geological Features and Caves.** Natural caves, karsts, sinkholes and/or other geological features may exist on some of the Lots in the Subdivision. Each prospective Lot Owner should personally inspect the Lot in which he is interested and/or seek the advice of a professional engineer and/or geologist to assure himself of the location of any such caves, sinkholes and/or other geological features which may be located thereon. Each prospective purchaser, by acceptance of a deed for a Lot, expressly agrees and acknowledges that there are existing caves situated within the Common Areas and greenbelts and with respect thereto, it has been disclosed to such prospective purchaser that such caves:

(1) Represent dangerous/hazardous conditions;

(2) are grated and locked;

(3) and should be avoided. Each prospective purchaser has been advised that there is a Cave Protection Management Plan (PMP) in place to protect the caves and the Association is hereby charged with the responsibility to implement the PMP. These caves may provide habitat for indigenous bugs, animals and invertebrates. The caves may also provide recharge to the Edwards Aquifer. It is thus imperative that the caves be diligently maintained and preserved in accordance with all applicable regulations and guidelines.

(b) **Proximity to Camp Bullis.** The Subdivision and Properties are proximate to Camp Bullis, a United States Army training facility. Although Camp Bullis officials have indicated that no portion of the Subdivision or Properties has ever been used for training, a few large caliber shell casings and one large caliber projectile have been found near the Subdivision. Owners and prospective Owners are cautioned that in the event of discovery within the Properties of a projectile or other possibly dangerous object, they should leave the discovered object undisturbed and contact Developer (210-828-6131) and/or Camp Bullis (210-221-7510).

(c) **Proximity to Quarries.** The Properties are located approximately one (1) mile northeast of the Vulcan Materials stone quarry and approximately one (1) to one and one-half (1/2) miles southeast of the Martin Marietta (Beckman Quarry East and Beckman Quarry West) stone quarry (collectively, the "Quarries").

EACH PROSPECTIVE PURCHASER/OWNER IS ADVISED THAT DIVERSE MATERIAL EXTRACTION AND PROCESSING HAVE AND WILL OCCUR ON THE LAND COMPRISING

THE QUARRIES, AND MAY INCLUDE, WITHOUT LIMITATION, MINING, BLASTING, EXTRACTION, PROCESSING, HANDLING, CRUSHING, WASHING, SCREENING, SORTING, STOCKPILING, AND/OR THE PRODUCTION, PACKAGING, DISTRIBUTION AND TRANSPORTATION OF AGGREGATE, CONCRETE AND CONCRETE PRODUCTS, INCLUDING ACTIVITIES REQUIRED FOR THE SUPPORT OF SUCH OPERATIONS, SUCH AS VEHICLE MAINTENANCE AND REPAIR FACILITIES, OFFICE AND DISPATCH FACILITIES, OUTSIDE STORAGE OF MATERIALS, AND OTHER OPERATIONS INCIDENTAL TO QUARRY OPERATIONS. COMPLETE INFORMATION ON THE QUARRY OPERATIONS, INCLUDING BLAST LEVELS AND SCHEDULES, OPERATING HOURS AND OTHER INFORMATION SHOULD BE OBTAINED FROM THE QUARRY OPERATORS,MARTIN MARIETTA MATERIALS SOUTHWEST, INC., 17910 IH-10 WEST, SAN ANTONIO, TEXAS 78257, TELEPHONE 210-696-8500, AND VULCAN MATERIALS COMPANY, 800 ISOM ROAD, SAN ANTONIO, TEXAS 78216, TELEPHONE 210-524-3500.

Declarant makes no warranties, representations or covenants with respect to the effect on any Lot or the value thereof of the blasting or other quarry operations at the Quarries. By completing the purchase of a Lot, each Owner acknowledges and agrees that it has been afforded full access to, and has fully and completely inspected and investigated all aspects of the Lots to its satisfaction, including the proximity of the Lots to the Quarries and the operations at the Quarries, and has made an independent determination of the suitability of the Lots for such Owner's intended residential use. BY PURCHASING A LOT, EACH OWNER AGREES TO (i) WAIVE, ACQUIT AND RELEASE DECLARANT, (ii) NOT TO INSTITUTE SUIT AGAINST DECLARANT, AND (iii) INDEMNIFY, HOLD HARMLESS, AND DEFEND DECLARANT, WITH RESPECT TO ANY CLAIMS, DAMAGES, LOSSES, EXPENSES, LIABILITIES OR OTHER MATTERS WITH RESPECT TO THE LOTS ARISING OUT OF THE PROXIMITY OF THE LOTS TO THE QUARRIES AND THE OPERATIONS OF THE QUARRIES.

(d) **INDEMNIFICATION AND RELEASE.** EACH PROSPECTIVE PURCHASER IS RESPONSIBLE FOR THOROUGHLY INSPECTING AND EXAMINING THE LOT IN WHICH IT IS INTERESTED AND FOR CONDUCTING SUCH INVESTIGATIONS OF SUCH LOTS(S) AS IT DEEMS NECESSARY TO EVALUATE ITS PURCHASE. BY COMPLETING THE PURCHASE OF A LOT, EACH PROSPECTIVE PURCHASER IS ACKNOWLEDGING THAT IT IS PURCHASING THE LOT ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS. BY PURCHASING A LOT, EACH OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS DECLARANT, ITS PARTNERS, OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY CLAIMS, COSTS, FEES, EXPENSES, DAMAGES OR LIABILITIES THAT AN OWNER, HIS FAMILY, EMPLOYEES, GUESTS, CONTRACTORS AND ANY OTHER INVITEES MAY SUFFER OR INCUR AS A RESULT OF, ARISING OUT OF, OR RELATED TO ANY CONDITION ON, IN OR UNDER THE LOT, INCLUDING, BUT NOT LIMITED TO CAVES, KARSTS, SINKHOLES, GEOLOGICAL FEATURES, STREETS, TREES WITHIN OR NEAR THE STREET RIGHTS-OF-WAY, DRAINAGE FACILITIES, PROJECTILES, AND OTHER DANGEROUS OBJECTS. EACH OWNER UNCONDITIONALLY RELEASES DECLARANT, ITS PARTNERS, OFFICERS, DIRECTORS, CONTRACTORS, EMPLOYEES AND AGENTS, BOTH KNOWN AND UNKNOWN, PRESENT AND FUTURE, ARISING OUT OF OR RELATED TO SAID CAVES, KARSTS, SINKHOLES, GEOLOGICAL FEATURES, STREETS, TREES WITHIN OR NEAR THE STREET RIGHTS-OF-WAY, DRAINAGE FACILITIES, PROJECTILES AND OTHER DANGEROUS OBJECTS.

(13) GENERAL PROVISIONS.

(a) **Term.** The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the Properties, and will inure to the benefit of and

be enforceable by the Association and every Owner, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Real Property Records of Bexar County, Texas, and continuing through and including January 1, 2051, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved in a resolution adopted by Members entitled to cast at least seventy percent (70%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Bexar County, Texas.

(b) **Amendment.** This Declaration may only be amended as follows:

(1) The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any Owner or any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of (i) correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, or inadvertent omission, provided that any such amendment shall be consistent in all material respects with and in furtherance of the general plan and scheme of development as evidenced by this Declaration; (ii) bringing any provision into compliance with any applicable Governmental statute, rule, regulation, or regulatory or judicial determination; (iii) enabling any title insurance company to issue title insurance coverage on any portion of the Properties; (iv) enabling any institutional or Governmental lender, purchaser, insurer or guarantor of mortgage loans, including, without limitation, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots; or (v) complying with any requirements promulgated by local, state or federal Governmental agency, including, without limitation, the Department of Housing and Urban Development or any utility provider.

(2) This Declaration may be amended from time to time by the recording in the Official Public Records of Bexar County, Texas, of an instrument executed and acknowledged by the president and secretary or other authorized officers of the Board of the Association setting forth the amendment ~~and~~ certifying that such amendment has been approved, as follows:

(i) Upon the following:

a. Written approval of two-thirds in number of the Directors of the Board of the Association; and

b. The approval of seventy percent (70%) of the aggregate votes held by the Members of the Association.

(ii) Not less than ten (10) days prior written notice of any such change is provided to each Director of the Association and to each Member of the Association.

(c) **Severability.** The provisions of this Declaration shall be deemed independent and severable, and invalidation of any one of the provisions, covenants or restrictions set forth in this Declaration by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

(d) **Assignment by Declarant.** Notwithstanding any provision in this Declaration to the contrary, Declarant may in writing filed of record expressly assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Upon assignment by Declarant of any or all of such rights, such Declarant shall no longer be liable for performance of such

assigned rights provided that the assignee expressly assumes in the recorded assignment the obligations of such Declarant that are assigned.

(e) **Singular Includes Plural.** Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

(f) **Captions.** All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs or **Sections** hereof.

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

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

(i) **Notice.** Whenever written notice to an Owner or Member is permitted or required hereunder, such notice shall be given by mailing such notice to the address of such Owner or Member appearing on the records of the Association, unless such Owner or Member has given written notice to the Association of a different address, in which event such notice shall be sent to the Owner or Member at the address so designated. Such notice shall conclusively be deemed to have been given as of the date such notice is deposited in the United States Mail, properly addressed, whether actually received by the addressee or not.

(j) **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Bexar County, Texas.

(k) **Counterparts.** This Declaration may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Certification

We, the undersigned members of the Board of Directors of the Willow Wood (Shavano Park) Homeowners Association, Inc. hereby certify that that this Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions has been unanimously approved by the Board of Directors of the Association and approved by seventy percent (70%) of the aggregate votes held by Members of the Association.

_____

Cristina McFarland
President

_____

Susan Gelb
Secretary

EXHIBITS

EXHIBIT A - LOTS

Lots 1934-1954, and 2019-2020, Block 26; Lots 1955-1967, Block 27; Lot 1968, Block 28 and Lot 1969, Block 29; SHAVANO PARK, UNIT-18, PHASE I (Planned Unit Development), in the City of Shavano Park, Bexar County, Texas, according to plat thereof recorded in Volume 9566, Pages 102-104, Deed and Plat Records of Bexar County, Texas.

Lots 2186-2190, Block 26, Lots 2193-2201, Block 27, and Lots 2202-2222, Block 42, Shavano Park Unit-18B, Phase II, in the City of Shavano Park, Bexar County, Texas, according to plat thereof recorded in Volume 9590, Page 179, Deed and Plat Records of Bexar County, Texas (Annexed Property).

Lots 2193-2203, Block 26 and Lots 2194-2201, Block 42, Shavano Park Unit-18B, Phase III, in the City of Shavano Park, Bexar County, Texas, according to plat thereof recorded in Volume 9642, Pages 168-169, Deed and Plat Records of Bexar County, Texas (Annexed Property).

EXHIBIT B – ANNEXATION AREA

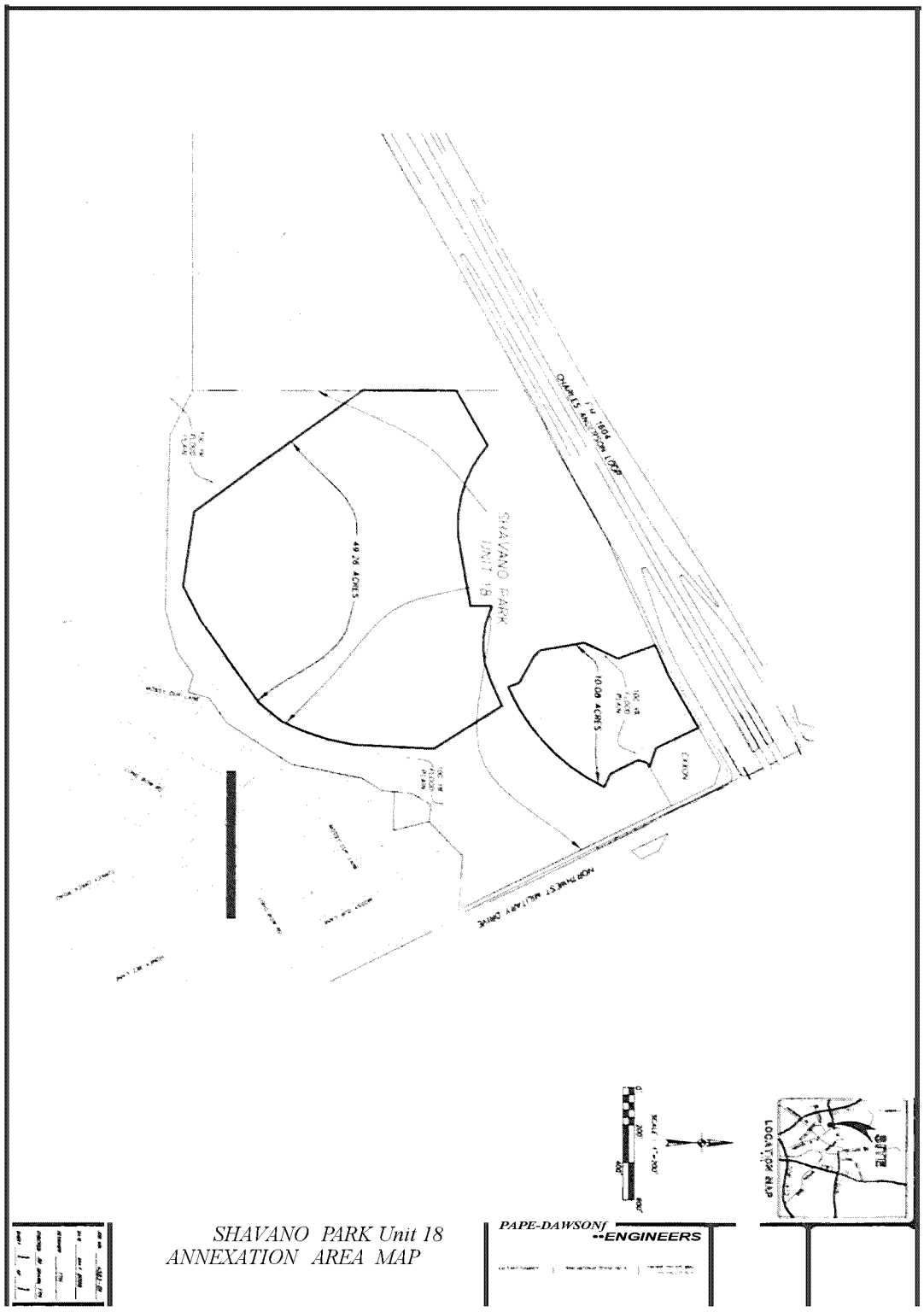


EXHIBIT C - REQUIRED PLANS AND DESIGN REVIEW PROCEDURES

1. **Submittal Requirements.** The Required Plans submittals shall be determined by the ACC from time to time, and shall include, without limitation, the following:

   Building Plans:
   (a) Completed submittal form with the qualified professional contractor listed; and
   (b) Two (2) complete site plans showing.
      (1) House;
      (2) Flatwork;
      (3) Setbacks:
      (4) Easements;
      (5) Fencing (if known);
      (6) Swimming pool and related improvements (if any);
      (7) Adjacent greenbelts and drainage; and
      (8) Proposed Lot grading and drainage.
   (c) Two (2) sets of plans depicting room size, layout, all exterior elevations, and exterior materials; and
   (d) Exterior materials list and samples of colors and materials.

   Fencing Plan:
   (a) Two (2) sets of plans with the qualified professional contractor listed; and
   (b) Name and size of all plants to be used and clear identification of locations.

   Pool Plan:
   (a) Two (2) site plans showing pool location with fence plan with the qualified professional contractor listed.

   All Other Exterior Modifications:
   (a) Improvement Request Form with the qualified professional contractor listed;
   (b) Two (2) site plans showing item location in reference to property line and other structures with clear labeling of materials; and
   (c) All exterior elevations, if applicable.

2. **Other Information.** Each submittal of Required Plans shall include the identity of the qualified professional contractor intended to perform the work and projected commencement and completion dates.

3. **Procedures.** If plans and specifications submitted by an Owner are not sufficiently complete to allow the ACC to approve or disapprove the Required Plans, the ACC shall notify the Owner in writing what additional documents or information is required in order to complete the Required Plans for approval or disapproval by the ACC. The Owner shall thereupon comply with the ACC's request. Within thirty (30) days after the ACC has received the completed Required Plans, the ACC shall notify Owner in writing whether the Required Plans are approved or disapproved, in whole or in part, conditionally or unconditionally. The content of the notice and method of delivery shall be as specified in **Section 3(i) and 3(j)** of the Declaration. The Owner may appeal a denial of approval, or a conditional approval, of the Required Plans by the ACC to the Board of Directors. The applicable procedures are specified in **Section 3(l)** of the Declaration. In the event all Required Plans have been submitted by the Owner and have not been approved or disapproved within thirty (30) days after being submitted, the plans so submitted will be deemed to have been approved; provided, however, that a deemed approval shall not extend to any deviation from or alteration to the plans actually submitted.

EXHIBIT D - GENERAL RESTRICTIONS

(a) Permitted Uses
(b) Animals
(c) Builder Approval
(d) Use of Common Areas
(e) Construction Materials and Debris
(f) Construction and Design Restrictions
(g) Firearms, Projectiles and Weapons
(h) Hazardous Activities
(i) Hazardous Materials and Burning Prohibited
(j) Maintenance
(k) Wells, Mining and Drilling
(l) Noise
(m) Numbering
(n) Nuisances, Septic Systems
(o) Parking and Storage of Vehicles
(p) Repair and/or Restoration of Buildings
(q) Rentals
(r) Resubdivision and Consolidation of Lots
(s) Rubbish and Debris
(t) Unsightly Articles, Vehicles
(u) Signs
(v) Temporary Structures and Facilities
(w) Water and Sewage Systems
(x) Yard

(a) **Permitted Uses.** The Properties shall be used for private, single-family residential purposes only, or as part of the Common Areas; provided, however, that only one (1) such private single-family residence may be constructed, or otherwise placed upon, any one Lot. No professional, business, or commercial activity to which the general public is invited shall be conducted on any portion of the Properties or any Lot, except an Owner or occupant of a residence may conduct business activities within a residence so long as: (i) the business activity is conducted without the employment of persons other than the residents of the home constructed on the Lot; (ii) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the residence, i.e., no sign may be erected advertising the business on any Lot; (iii) the business activity conforms to all zoning requirements for the Subdivision; (iv) the business activity does not involve door-to-door solicitation of residents within the Subdivision; (v) the business does not generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Subdivision which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Subdivision; and (vii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "business" and "trade", as used in this **Subsection,** shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity in intended to or does generate a profit; or (c) a license is required. Leasing of a residence shall not be considered a business or trade within the meaning of this **Subsection.** This **Subsection** shall not apply to any activity conducted by an Owner engaged in the business of constructing homes for resale who acquires the Properties or a Lot for the purpose of constructing residences thereon for resale to a third party. This restriction shall not prohibit the inclusion of permanent living quarters for domestic servants or prevent domestic servants from being domiciled with an Owner or resident.

(b) **Animals.** No animals, livestock, poultry, exotic, vicious or dangerous pets/breeds of any type, including but not limited to, pit bulls, rottweilers, boa constrictors or ferrets, that may pose a safety or health threat to the community, or animals that may hunt or prey on birds, shall ever be raised, kept, bred, or harbored on any portion of the Properties, except that dogs or other common household pets [not to exceed a total of three (3) adult animals] may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and provided further that such common household pets shall at all times, except when they are confined within a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage, or other container. For purposes of this Declaration, "adult animal" shall mean animals one (1) year of age or older. All animals 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 such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

(c) **Builder Approval.** Except for maintenance, repair or construction activities being undertaken by contractors at the direction of any Governmental Authority, no construction of any building, fence, wall, recreational facilities, landscaping, outbuilding or other structure or any other Improvement 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 ACC. If the ACC fails to approve or disapprove a written request for the approval of a primary contractor to perform such construction within thirty (30) days after such request is submitted to it in accordance with the requirements set forth in **Exhibit C** to this Declaration, such approval will not be required, and the provisions of this **Section** will be deemed to have been fully complied with. Notwithstanding the foregoing, all primary contractors for construction of a residence or other permitted improvement on a Lot must be currently registered and in good standing with the Texas Residential Construction Commission in accordance with the Texas Residential Construction Liability Act.

(d) **Use of Common Areas.** The following restrictions shall apply to the Common Areas:

(1) No maintenance, trimming, cutting or removal of any vegetation situated in the Common Areas may be undertaken by or on behalf of an Owner or by anyone other than the Declarant or a party expressly authorized by Declarant to do so.

(2) No activities shall be conducted or permitted by any Owner in the Common Areas which would cause the Common Areas to have an unattractive appearance, which would constitute a nuisance or a material annoyance or disruption to the other Owners, or which would obstruct the Common Areas in any way.

(3) No permanent or temporary storage of any personal property or materials shall be permitted in the Common Areas.

(4) No motorcycles, motorbikes, off road recreational vehicles or other similar motorized vehicles will be permitted in any greenbelts, trails or other designated portions of the Common Areas without the prior written approval of the ACC. The ACC reserves the right to promulgate reasonable rules and regulations from time to time governing the use of any such vehicles within the Common Areas.

(5) No firing of guns, shooting of arrows or other similar dangerous or objectionable conduct shall be permitted in the Common Areas.

(6) Each Owner acknowledges that provisions have been made for trails to be constructed and maintained by the Association and/or the City of Shavano Park. These locations may change from time to time. The Association and/or such City shall have the right to promulgate rules and regulations governing the use thereof.

(e) **Construction Materials and Debris.** Each Owner and Builder Member shall provide sufficient dumpsters, of a size and location approved by the ACC, to handle all construction debris, which dumpsters shall be regularly used and emptied to keep construction debris from accumulating on Lots. In particular, all refuse or waste material generated from such builder's construction shall be placed therein and picked up for disposal on a regular basis. Additionally, the Owner and Builder Member of a residence undergoing construction shall be responsible for providing sanitary bathroom facilities to accommodate all contractors and subcontractors during the construction period. These requirements are intended to facilitate the goal of the Association to maintain the Subdivision in a clean and respectable manner. If an Owner or Builder Member unreasonably violates this objective, the Association shall have the option to initiate cleanup of the Lot, and/or place facilities on the Lot necessary to maintain the referenced goal. In the event such action becomes necessary, the costs and expenses of same shall be imposed upon the Owner, and shall become a lien on the Lot as described in **Section 7** of this Declaration.

(f) **Construction and Design Restrictions.** In order to protect the overall integrity of the Subdivision as well as the quality and appearance of improvements of all Owners within the Subdivision, the ACC shall have the authority, but not the obligation, to control all construction, development and

improvement activities of any kind within the Subdivision, and to ensure that all such activities are properly conducted in a good workmanlike manner, and in accordance with standard industry trade practices. Traditional style architectural designs are encouraged. No geodesic, A-Frames, log homes, or free style architectural designs shall be permitted. Owners are encouraged to submit preliminary or conceptual plans and specifications of front elevation (and side elevation on corner lots), materials specifications, and the positioning of the Living Unit upon the Lot to the ACC for review and comment, prior to the completion of final plans and specifications. Prior to the commencement of any construction, all final plans and specifications must be approved in writing, by the ACC, and by the City, as applicable.

(g) **Firearms, Projectiles and Weapons.** The discharge of any firearm, including BB guns and pellet guns, within the Subdivision or on adjacent lands owned in whole or in part by the Association, is strictly prohibited and each Owner shall ensure that his guests and family members do not violate such prohibition. Additionally, there is prohibited the use of any bow and arrow, slingshot, paintball, or other launching or catapulting device except strictly within the confines of a Lot and not involving the hunting or killing of any animal. The discharge of all fireworks within the Subdivision or any property owned by the Association is prohibited.

(h) **Hazardous Activities.** No activities shall be conducted on the Properties and no Improvements shall be constructed on the Properties which are or might be unsafe or hazardous to any Person or the Properties. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Properties, no open fires shall be lighted or permitted, except within interior and exterior fireplaces designed and built according to industry standards and all applicable laws, codes and statutes, or in contained barbecue units for cooking purposes while attended by a responsible adult.

(i) **Hazardous Materials and Burning Prohibited.** Except with the express written approval of the ACC, no butane, propane or other combustible fuel tank or container shall be installed or kept on any Lot except for (1) portable, small sized tanks used solely to fuel barbecue units or portable tools, (2) fuel tanks installed in vehicles, boats or equipment, or (3) a reasonable number of portable cans/tanks used to refuel equipment or vehicles. No open fires shall be permitted on any Lot except those within a safe, well-designed interior fireplace or those within a contained barbecue unit which is attended while in use for cooking purposes only. The burning of any materials will not be allowed including, but not limited to brush and building materials on any Lots, Common Areas, or greenbelts within the Properties, or on adjacent lands owned in whole or in part by the Association.

(j) **Maintenance.**

(1) Improvements. Each Owner is responsible for keeping all Improvements on their Lot in a neat, well maintained, and attractive fashion. No Improvement shall be allowed to be left in a state of disrepair, damaged, or in a condition which appears to be excessively weathered or worn.

(2) Irrigation Systems. Each Owner is responsible for maintaining his irrigation system in working order at all times.

(3) Lot and Lawns and Plantings. The Owners of all Lots shall keep grass and vegetation well mown and trimmed, shall promptly remove all weeds as they grow and all trees, shrubs, vines and plants which die or are diseased, and shall keep all yard areas in a sanitary, healthful, and attractive manner. Lawns, front and back, must be mowed at regular intervals (maintained at less than six inches (6") in height), and fences must be repaired and maintained in an attractive manner. No objectionable or unsightly usage of Lots, or condition on any Lot, 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 upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot.

(4) Oak Wilt. All Owners are advised to secure from the Texas Forest Service, local county agent, Texas Extension Forester at Texas A&M University, or elsewhere, information on oak wilt and other diseases which may infect their trees and may spread to trees on other Lots. Each Owner is responsible for taking such action as may be necessary on his property to ensure that oak wilt and other diseases are not spread to the trees of other Owners. Because there is no known cure for oak wilt and oak wilt almost always will

spread from a diseased tree to its neighboring oaks, at a minimum, each Owner shall:

(i) Properly destroy all infected oaks;

(ii) Avoid unneeded pruning of, and immediately apply dressing to all wounds on, oaks. It should be noted that the period of February 1 to June 1 is the most susceptible.

(iii) Where oak wilt is detected, trench three feet (3') deep in advance of infection front (100 feet is recommended) to stop the spread through connecting roots.

(iv) Avoid infected oak firewood. As a precaution, no oak wilt infected firewood should be kept for more than one heating season and firewood should be cut only in the summer.

(v) Use fungicide propiconazole to treat uninfected oaks when Owner becomes aware of oak wilt nearby.

The foregoing information regarding oak wilt is provided to alert Owners, and the Association shall not be liable to any Owner in connection with the existence or spread of oak wilt on any Lot. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any one of them, such default continuing ten (10) days from date of a written notice thereof deposited in the United States mail, the Association may, without liability to Owner or any occupants in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such lawn, weeds and grass not being maintained, remove or cause to be removed, such dead vegetation, garbage, trash and rubbish or infected oak trees, or do any other thing necessary to secure compliance with the terms of this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due and may be enforced in accordance with the provisions hereof or otherwise as provided by law.

(5) Vacant Lots. Until a Living Unit is built on a Lot, the Association may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its reasonable judgment, and have dead trees, shrubs and plants removed therefrom. The Association may also, at its option, after ten (10) days written notice, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner of such Lot shall be obligated to reimburse the Association for the cost of any such maintenance or removal upon demand. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due and may be enforced in accordance with the provisions hereof or otherwise as provided by law.

(6) Owner's Responsibilities. In the event an Owner is advised by the Board, or by an agent of a management company hired by the Board to assist with administration of Association business that the condition of their property is in violation of this Section, the Owner shall undertake whatever measures are necessary to cure the non-conforming condition as soon as it is reasonably practicable to do so.

(k) **Wells, Mining and Drilling.** No individual water supply system shall be permitted on any Lot, including but not limited to, water wells. No oil or natural gas drilling, oil or natural gas development or oil refining or quarrying, or mining operations of any kind shall be permitted upon any portion of the Properties, nor shall oil, natural gas, or water wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or within any portion of the Properties. No derricks or other structures for use in the boring or drilling for oil, natural gas, minerals or water shall be erected, maintained or permitted upon, in or within any portion of the Properties.

(l) **Noise.** No exterior speakers, horns, whistles, bells or other sound devices (other than alarm devices used exclusively for security purposes) shall be located, used or placed on any of the Properties without the express written approval of the ACC as to such system, including, without limitation, speaker placement, permissible sound levels, and other specifications. No noise or other

nuisance shall be permitted to exist or operate upon any portion of the Properties so as to be offensive or detrimental to any other portion of the Properties or to its occupants.

(m) **Numbering.** House numbers identifying the address of each Living Unit must be placed as close as possible to the front entry so that the numbers can be easily read from the street at night. Size, color and material of the numbers must be compatible with the design and color of the house. The ACC may establish a consistent style and size of house numbers and/or address markers.

(n) **Nuisances, Septic Systems.** No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or residents. No privy, cesspool, or septic tank or system shall be placed or maintained upon any portion of the Properties.

(o) **Parking and Storage of Vehicles.** No boat, trailer, tent, recreational vehicle, camping unit, wrecked, junked, inoperable, self-propelled or towable vehicle, equipment or machinery of any sort shall be kept, parked, stored, or maintained in any portion of the front yard in the front of the building line of the permanent structure and shall be parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area, which shall be approved by the ACC, which prevents the view thereof from any Subdivision street, the Common Areas,or adjacent Lot.

No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any front yard, driveway, or within view of an adjacent street or Common Areas. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area, which shall be approved by the ACC, which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily located for the purpose of serving such Lot. No camper, boat, trailer, equipment, or machinery shall be parked in front of any residence for a period in excess of twenty-four (24) consecutive hours.

The Board of Directors is empowered to establish additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property both on Lots and the Common Areas (including Subdivision streets and in parking islands) as it may from time-to-time deem necessary to ensure the preservation and appearance of the Subdivision as a first-class residential neighborhood. Such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this **Exhibit D.** During the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of such necessity only.

(p) **Repair and/or Restoration of Buildings.** In the event of fire or other casualty causing damage to improvements on a Lot, the Owner of the Lot shall promptly remove all debris and promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such removal of debris and repair, restoration or replacement shall be commenced within thirty (30) days of the casualty and shall be completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures, except with the written consent of the ACC.

To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within thirty (30) days after the occurrence of such damage or destruction, and thereafter prosecute same diligently to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or cleanup, and such Owner shall be personally liable to the Association for the cost of such work and the Lot shall be subject to the lien of the Association for such costs; provided, however, that if the Owner is prohibited or delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or cleanup, the rights of the Association under this provision shall not arise until the expiration of thirty (30) days after such prohibition or delay is removed.

(q) **Rentals.** Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided, however, all lessees shall be required to comply fully with the terms, covenants and restrictions of this Declaration. During any period when a Lot or Improvements are rented or leased, the Owner of the Lot shall remain liable for complying with all terms of this Declaration. No "time-share plan" or any similar plan of fragmented or interval ownership of a Living Unit shall be permitted on the Properties.

(r) **Resubdivision and Consolidation of Lots.** No Lot may be subdivided except with the prior written consent of Declarant. Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the ACC and City, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other Improvements as are permitted herein. The Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for all assessments applicable to, the Lot. Provided the unimproved Lots have been consolidated by a reasonably identifiable method, as approved by the ACC, the assessment for the consolidated Lot shall be equal to any other single unimproved Lot. When the consolidated Lot is improved with a single Living Unit, the Owner will be subject to an assessment equal to that for a single improved Lot.

(s) **Rubbish and Debris.** No trash, rubbish, garbage, manure, putrescible matter or debris of any kind shall be dumped or allowed to accumulate on any portion of the Properties. All rubbish, trash, or garbage shall be kept in sanitary refuse containers with tightly fitting lids, and, except as necessary for purposes of effecting garbage pick-up, said containers shall be kept in an area of the Lot adequately screened by planting or fencing.

Reasonable amounts of construction materials and equipment may be stored upon a Lot by the Owner thereof for reasonable periods of time during the construction of improvements thereon provided that the same shall not be stored or kept within any drainage easement area.

It shall be the duty of each Owner to preserve the condition of surrounding properties during the construction of each residence on any Lot. No grading, dumping, disposal of trash, driving of vehicles or equipment operation or other activities shall be permitted to overlap or encroach on neighboring Lots or the greenbelts or other Common Areas. No material shall be dumped or stored in any street, green belt, Common Areas, or conservation area.

It shall be the duty of all Owners and their builders to prevent trash from their activities from finding a resting place on any one of the surrounding properties, and any trash for any reason placed, moved, dumped or blown by wind onto neighboring Lots, greenbelts, conservation areas, Common Areas, open areas, or streets shall be promptly retrieved and placed in the collection facility herein required.

No lumber, gravel, bricks, sand, dirt or other material of any nature shall be placed or stored on the streets, safety lanes, greenbelts, open areas or adjoining property, nor shall tractors, graders, ditching machines or other machinery be parked or placed on said areas without express written permission from the Owner thereof received in advance.

(t) **Unsightly Articles; Vehicles.** No unsightly article shall be permitted to remain on any Lot so as to be visible from any adjoining Lot or streets within the Subdivision. Without limiting the generality of the foregoing, trailers, trucks (other than pickups not to exceed one ton capacity), boats, tractors, vans, recreational vehicles and other vehicles used or designed for use as commercial vehicles, campers, wagons, buses, motorcycles and similar two (2) and four (4) wheel motorized vehicles, motor scooters, golf carts, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in fully enclosed garages or other structures, screened from public view. No commercial vehicle owned or driven by an Owner or any resident of the Subdivision shall be parked on any driveway or street within the Subdivision. Each residential structure constructed within the Properties shall have sufficient garage space, or screened area to the rear of the residence to house all other vehicles to be kept on the Lot.

(u) **Signs.** No signs of any kind shall be displayed to the public view on any Lot, or on any vehicle or trailer parked on or adjacent to any 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 by the ACC. Each model home may be advertised by one front yard sign not larger than 8' x 4', which shall have been approved in advance by the ACC as to color and design.

The ACC shall establish standardized sign criteria which permit the displaying of one sign per Lot, uniform in size, color and permitted location on the Lot, which such sign can be used to identify that an Improved Lot is for sale or lease. The ACC specifically reserves the right to establish a separate set of sign standards and criteria for Unimproved Lots and to modify both such standards and criteria from time to time, but in no event shall any sign reference bankruptcy, distressed nature of sale, lease, or foreclosure. The ACC shall be contacted for information on sign style, color, where the sign is set, and sign frame.

The Owner or resident of a Lot may display or affix one or more religious items on the Lot unless the display (i) threatens the public health or safety; (ii) violates a law; (iii) contains language or graphics that is patently offensive to a passerby for reasons other than its religious content; or (iv) is attached to a traffic control device, streetlamp, or utility sign, pole, or fixture.

In addition to the foregoing, political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election, and that the ACC shall have the right to regulate the size and type of political signs on Lots.

All other signage is prohibited such as, but not limited to builders/architect signs, subcontractors, lenders, and real estate companies. All signs within the Properties shall be subject to the prior written approval of the ACC. No signs are allowed on any Common Areas within the Subdivision.

Signs used by Declarant to advertise the Properties during the development, construction and sales period shall be permitted, irrespective of the foregoing, but subject to size, design, and other requirements of the ACC.

(v) **Temporary Structures and Facilities.** Except as expressly provided herein, no structure of a temporary character (sales structure, trailer, tent, shack, garage, barn or other outbuildings) shall be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot. No modular or mobile home, whether or not the wheels have been removed, may be placed or maintained on any Lot. All structures of a temporary character must be approved by the ACC. Notwithstanding the other provisions of this **Section:**

(1) Each Owner shall have the right to erect, place, and maintain on his Lot such temporary facilities, other than mobile trailers or similar vehicles, as may be necessary or convenient for construction of a residence thereon and each Owner engaged in the construction of residences within the Properties for sale shall have the right to erect, place, and maintain temporary facilities for offices, storage, and accumulation of reasonable amounts of construction debris while so engaged in the construction of residences within the Properties. The location and use of such facilities shall have been approved in advance by Declarant or the ACC.

(w) **Water and Sewage Systems.** No individual water supply system or sewage disposal system shall be permitted on any Lot, including, but not limited to, water wells, cesspools or septic tanks. Each dwelling on a Lot must utilize the water system and sewage disposal systems provided to the Subdivision.

(x) **Yards.**

(1) Front Yard. No more than ten percent (10%) of the front yard area of any Lot, excluding driveways and sidewalks, may be covered by rock or material other than dirt and vegetation except for such driveways and sidewalks as have been approved by the ACC. The "front yard area" shall be defined as that area of a Lot situated between the front Lot line and a line extending from the front of a residence to the side Lot lines.

(2) Back Yard. The Owners or occupants of any Lots at the intersection of streets or where the rear yard or portion of the Lot is visible to public view from a street or Common Area shall

construct and maintain an inner fence or other improvements as approved by the ACC to adequately screen from view of streets and Common Areas any of the following: the drying of clothes, yard equipment, wood piles or storage piles which are incident to the normal residential requirements of a typical family. Trash, garbage or other waste materials shall be kept in a clean and sanitary condition. Clothes hanging devices exterior to a dwelling shall not exceed six feet (6') in height and shall be so located as to not be visible from any street, Lot, or Common Areas.

EXHIBIT E – GENERAL RESTRICTIONS

(a) Antennas and Flagpoles
(b) Artificial Vegetation
(c) Athletic Facilities
(d) Building Materials, Finishes and Colors
(e) Burglar and Fire Alarms
(f) Chimneys
(g) Compliance
(h) Construction Activities
(i) Construction in Place
(j) Corner Lot Residences
(k) Drainage
(l) Driveways, Sidewalks, and Curbs
(m) Exterior Equipment
(n) Exterior Lighting
(o) Fences
(p) Foundation Exposure and Finished Floor Elevation
(q) Garages and Carports
(r) Grading, Fill and Elevations
(s) Guttering
(t) Landscaping and Irrigation
(u) Tree Protection
(v) Pesticides, Herbicides, and Fertilizers
(w) Mailboxes
(x) Outbuildings
(y) Solar Panels and Systems
(z) Structures: Placement on Lots, Size and Height
(aa) Swimming Pools/Spas
(bb) Pet and Dog Runs
(cc) Holiday Decoration

(a) **Antennas and Flagpoles.** Antenna and satellite dishes are generally discouraged. No radio or television aerial wires or antennae or other radio or television related apparatus or equipment shall be placed or maintained on any residence or on any other exterior portion of a Lot except with the prior written approval of the ACC, which shall have the authority to disapprove the installation of same. With the prior written consent of the ACC, a satellite disc or dish of not more than eighteen inches (18") in diameter may be placed on a Lot where such equipment is not visible from a street or Common Area and where such location does not materially and adversely obstruct the view from an adjacent Lot.

Flagpoles of a modest size may be displayed if specifically approved by the ACC. Flagpoles must be in proportion to the modest size of the flag and may not exceed the height of the horizontal line of the roof fascia of the structure to which the flagpole is attached or most closely located.

(b) **Artificial Vegetation.** No artificial vegetation shall be installed or kept in the front or side yard areas on any Lot.

(c) **Athletic Facilities.**

(1) Tennis-court or sport-court lighting and fencing shall be allowed only with the approval of the ACC and shall meet all other applicable Governmental Requirements. No outdoor lighting of outdoor athletic facilities shall be permitted.

(2) Basketball goals or backboards, or any other similar sporting equipment (e.g., portable basketball goals) shall be permitted only as provided herein. Basketball goals shall not be placed within the front setback, or within the side Lot lines of corner Lots, or within five feet (5') of any interior side Lot line in the Subdivision, without the prior written consent of the ACC. In addition:

(i) All basketball backboards shall be of a clear or a smoke-colored, see-through material, or other quality backboard materials approved by the ACC.

(ii) All supporting poles and stanchions shall be painted either black, dark hunter green, or other muted finish approved by the ACC.

(iii) Basketball backboards may not be affixed to the main residence building.

(iv) All basketball backboards shall be maintained in a playable condition at all times and any damaged structure shall be repaired or removed immediately.

(v) The ACC will have the right to further regulate the appearance and placement of all sporting apparatus, including basketball goals.

(3) All children's play equipment or structures shall be submitted to the ACC for review and approval. In addition:

(i) Any play structure shall be placed a minimum of ten feet (10') from the side or rear property lines and shall not exceed eight feet (8') in height as measured from top of ground to the topmost part of the structure.

(ii) Any tarps or roofing material shall be dark hunter green or wood (not painted or stained) to match the main structure. No bright or multi-colored tarps are allowed.

(iii) No decks or fort levels will be permitted which would allow viewing into the surrounding properties.

(iv) Slides or tube shoots shall not be seen from the surrounding properties.

(4) Landscaping and fencing requirements may be established by the ACC for the purpose of screening courts and play equipment in an aesthetically pleasing manner.

(d) **Building Materials, Finishes and Colors.**

(1) Masonry. The exterior walls of all residential buildings shall be constructed with masonry, or masonry veneer for at least 90% of the exterior wall area. In determining compliance with this **Section,** window and door openings surrounded by non-masonry materials shall be considered as non-masonry. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other material commonly referred to in Bexar County, Texas as masonry, but shall exclude any product, regardless of composition, which is manufactured to have a wood or non-masonry appearance. Absent the express written consent of the ACC, vinyl siding and aluminum siding shall not be allowed. Stucco finishes must extend down to within eighteen inches (18") of finished grade with painted full parging to finished grade to match stucco. No EIF thin coat finishes will be allowed. All other finishes must extend to within eighteen inches (18") of finished grade with full parging to finished grade.

(2) Siding and Sidewall Design. Subject to the limitations imposed by **Subsection (1)** above, wood siding and concrete fiber board may be used. All other siding materials, and all siding colors, must be approved by the ACC. Absent the express written consent of the ACC, vinyl siding and aluminum siding shall not be allowed. The sidewall of each house on a corner Lot that faces a side street will be designed and constructed to create an attractive appearance that is comparable to its front elevation in terms of building materials, use of architectural trim and decor, windows, doors and other relief areas.

(3) Roofing. The surface of roofs of principal and secondary structures, including garages and domestic living quarters, shall be of slate, stone, concrete tile, clay tile, or other tile of a ceramic nature; or they may be a dull metal, left natural or painted a color approved by the ACC, using standing seam. No wood shingle, wood shake, or composition shingle roofing is allowed. The ACC shall have the authority to approve other roof treatments and materials if the form utilized will, in its sole discretion, be harmonious with the surrounding homes and Subdivision as a whole. Flat roofs and/or lower pitched shed roofs may be approved if the roof structure is integral to the architecture of the house and the architectural style is acceptable to and approved by the ACC. The ACC shall establish roofing criteria which are directed to generally improving the quality of material used; encouraging the use of colors which are in harmony with other structures in the Subdivision; and establishing minimum pitch requirements.

(4) Finishes and Colors. The exterior colors of all Improvements on a Lot, including any repainting of Improvements, shall be subject to approval by the ACC. A sample of the masonry, roofing material, paint color(s) and any additional exterior materials shall be submitted to the ACC for review prior to its application. Any changes to exterior material or color shall be submitted to the ACC for review.

(5) Windows. All windows shall be wood, or factory or job-finished painted metal windows, and shall be white, beige or stained or painted in a color compatible with the exterior color

of the residence and approved by the ACC. All glass in exterior windows, except fixed glass, shall be double pane, and all glass in exterior windows shall be of a color and type approved by the ACC. No bronze colored, reflective, mirror type, or stained glass is permitted.

(6) Exterior Glass and Mirrors. No reflective or mirrored glass shall be used on, in or for the windows or doors of any buildings or other Improvements constructed upon the Properties.

(e) **Burglar and Fire Alarms.** Each residence constructed on a Lot within the Subdivision shall be pre-wired for a perimeter burglar alarm system covering all exterior doors, entries and windows and such type, number, and location of smoke detectors as stipulated by the ordinances and/or building codes of the City or governing municipality then in effect. The ACC may, but is not required to establish, minimum standards for such burglar alarm systems and smoke detectors and shall, at such time, make the same available to Lot Owners and builders, and may disapprove any plans and specifications not conforming to this provision or such standards.

(f) **Chimneys.** All chimneys will be composed of 100% masonry matching the primary masonry used on the residence.

(g) **Compliance.** Each Owner shall comply strictly with the provisions of these restrictions as the same may be amended from time to time. Failure to comply with any of this Declaration shall constitute a violation of this Declaration and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by an aggrieved Owner or Declarant. Declarant makes no warranty or representation as to the present or future validity or enforceability of this Declaration, its terms, or provisions. Any Owner acquiring a Lot in reliance on this Declaration, its terms and provisions shall assume all risks of the possible amendment, validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless from any damages resulting from any amendment to or invalidity or unenforceability of the Declaration.

(h) **Construction Activities.** Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner upon any Lot within the Properties. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, or similar activities, provided that such construction is pursued to completion with reasonable diligence and as hereinafter provided and conforms to usual construction practices in the area. No residential building including flatwork shall remain incomplete for more than six (6) months once the foundation construction has commenced. The ACC may, by its written approval, permit extensions of the aforesaid timeframe in its sole discretion, provided that construction is being diligently pursued.

(i) **Construction in Place.** All Improvements constructed on the Properties shall be built in place on the Lot and the use of prefabricated buildings is prohibited.

(j) **Corner Lot Residences.** Residences constructed upon corner lots shall be oriented so that the front of the residence shall face the street as approved by the ACC.

(k) **Drainage.** The natural terrain or topography of a Lot varies. A Lot or Lots may naturally drain stormwater onto another Lot. Drainage that follows the natural terrain from Lot to Lot should be accommodated on each Lot both at the interception point and the release point as the naturally occurring topography dictates, unless a different drainage pattern is shown on the approved Lot Grading Plan. The construction or installation of fences, walls, berms, landscaping or other hardscape or improvements shall allow for the passage of water through or around such structures. All storm water from any Lot shall drain into or onto contiguous or adjacent street rights-of-way, drainage easements, or retention areas, or as determined by a qualified engineer. All work done on any Lot affecting or pertaining to the Lot grade, the flow of surface water drainage, the alteration or removal of any drainage or environmental berm or swale or any storm berm or swale, must be in accordance with the Grading Plan and the site grading and drainage plans prepared by an engineer selected by Declarant or the ACC to prepare such plan or plans and also in accordance with all applicable laws, codes and regulations. Within any platted drainage easements, the Owner shall not permit the following: (i) any buildings or other structures to be erected, (ii) any planting of vegetation to occur except as per a landscape plan approved by the ACC, or (iii) any reshaping, grading or

other alteration of such drainageway that would impede, accelerate, divert or enhance the natural flow of water thereover.

(l) **Driveways, Sidewalks, and Curbs.**

(1) Driveways.

(i) Driveways on each residential Lot and visible from a street must be constructed of broom finished concrete, pebble finish concrete, or brick pavers.

(ii) All curb cuts must be professionally machine cut. No more than one curb cut per Lot shall be permitted without approval of the ACC. Driveway locations shall be only as approved by the ACC. A circular driveway may be considered by the ACC if the driveway is not more than 20' wide and the total impervious cover of the driveway material does not exceed 40% of the front building setback area.

(iii) Driveways shall comply with the following minimum standards, unless the ACC grants a specific variance as to such standard:

(1) Each driveway must allow for two (2) uncovered parking spaces.

(2) Each driveway shall not exceed 8% grade overall and 12% gradient at its steepest point.

(3) The paved surface of the driveway must be at least 10' wide but not more than 14' wide, except at garage approaches, with a 20' width maximum concrete approach at the street.

(4) Driveways which have more than six inches (6") of exposed concrete foundation sides shall have a masonry veneer applied or be fully parged, and additional landscaping may be required depending on the amount of exposure.

(iv) The driveway leading directly to the garage shall in all cases, and regardless of the house being on the topographically low or high side of the street, be constructed in a manner consistent with the following:

(1) The elevation of the driveway surface at a point ten (10) linear feet from the curb line shall be at least nine inches (9") higher than the pavement grade at gutter line. There shall be a 12% positive slope meeting the requirements of the Public Works Department of the City.

(2) For Lots on the topographically low side of the street, the driveway shall be constructed with a protective swale in front of the garage to prevent runoff water from entering into the house and/or garage. Also, the driveway shall not have the effect of "trapping" a low area of ground with no other convenient route of drainage. The Lot Grading Plan will serve to indicate areas of concern.

(v) Driveways may be gated upon approval by the ACC of the location, design, materials and colors of the gate and related fencing. All driveway gates must operate on electrical power, and may not be situated forward of the front setback of the Lot. All gated driveways must coordinate with and be connected to a fence which connects to the perimeter fencing on the Lot.

(2) Sidewalks.

(i) Sidewalks shall be constructed adjacent to the curb along the entire front of all Lots and the side of corner Lots.

(ii) Sidewalk landings shall be approved in writing by the ACC.

(iii) Sidewalks, entry walks and landings shall be at least four feet (4') wide and must be constructed of broom-finished concrete.

(iv) Builders and contractors are required to clean streets immediately after sidewalks and driveways have been constructed.

(v) No planter or decorative improvement shall be placed within a sidewalk area without

the prior consent of the ACC and in any event, any such improvement shall require the Lot Owner to sufficiently extend the sidewalk width to ensure a continuous, unobstructed four foot (4") wide sidewalk around said obstruction.

(3) Curbs.

(i) All curbs shall be cut by an experienced, qualified professional curb cutter. All driveways and curb cuts must be shown on the plans submitted to the ACC and approved prior to any action being taken.

(ii) No curbing shall be ripped out to provide access for a driveway (header curb) or sidewalk approach.

(iii) Any portion of curbing which is damaged, whether during construction or afterwards, shall be repaired as soon as practicable at the sole and exclusive expense of and by the Owner of the Lot appurtenant to such damaged curb.

(4) General. Asphalt paving and loose gravel driveways or sidewalks are specifically prohibited forward of the front building line. Builders and contractors are required to clean streets immediately after aggregate finished sidewalks and driveways have been washed.

(m) **Exterior Equipment.** All electric service meters, air conditioning units, pool equipment, or other outdoor equipment shall be located where not in view of any street, Common Areas, or fully screened by landscaping (evergreen plants) or fencing so as not to be in view from any street or Common Areas.

(n) **Exterior Lighting.** Exterior light fixtures are required at the front door of each residence; provided, however, that no light fixture or lantern of any type shall be placed in the front yard, or in the back yard if same is visible from any other portion of the Properties or any streets, of any Lot until the same has been approved by the ACC. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property. Reasonable security or landscape, or tennis court lighting is permitted with the approval of the ACC, provided that no security lighting may be left on continuously or controlled by photocell device.

Maintenance and the cost of electricity to operate the streetlights shall be the responsibility of the Association. The Owner of the Lots identified below shall receive a credit or reimbursement from the Association for the estimated use of electricity for the streetlights billed to their residences. Prior to completion of construction of a principal residence on any Lot herein designated for a streetlight, the Owner of said Lot shall be responsible for the electrical connection and supply of the initial bulb (100 watt metal halide). Lighting specifications shall be specified by the ACC. Such lights and fixtures shall be repaired and maintained by the Association and at the expense of the Association. Each of the following designated Lots and adjoining Lots shall be subject to an easement of access and use for placement, repair, and maintenance of such street light fixtures:

LOT	BLOCK	ADDRESS
1935	26	16138 Regent Circle
1941	26	16114 Regent Circle
1947	26	16030 Regent Circle
1951	26	16014 Regent Circle
1954	26	135 Penns Way
1955	27	16143 Regent Circle
1956	27	16131 Regent Circle
1961	27	16103 Regent Circle
1965	27	16019 Regent Circle

LOT	BLOCK	ADDRESS
2189	26	218 Arbor Circle
2193	27	303 Granville Way
2195	27	214 Granville Way
2200	27	234 Granville Way
2204	42	211 Persimmon Pond
2208	42	226 Persimmon Pond
2213	42	202 Persimmon Pond
2216	42	211 Granville Way
2219	42	223 Granville Way

LOT	BLOCK	ADDRESS
2196	26	111 Penns Way
2200	26	127 Penns Way
2195	42	132 Penns Way
2199	42	116 Penns Way
2201	42	108 Penns Way

The front light fixtures for such designated Lots shall be located and maintained as currently erected or located on such Lots and the Association shall have an ingress and egress easement to these lights for maintenance,repair, reconstruction, or removal of same.

(o) **Fences.** No fence or wall shall be built or maintained forward of the front building line, nor any hedge planted or maintained forward of the front setback line, of the main structure without the approval of the ACC. This setback restriction does not apply to decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot unless otherwise approved in writing by the ACC. An Owner desiring to build a perimeter fence, any portion of which is forward of the front building line, shall submit to the ACC two (2) sets of a Fencing Plan prepared by a qualified professional contractor. The ACC will approve the Fencing Plan upon a showing that the portion of the fence that is forward of the front building line is integral to measures designed to protect the security of the residence and is otherwise in compliance with the requirements of this **Section**. Except as specifically set forth in this Declaration, all fences or walls located on a Lot are to be maintained at the expense of the Lot Owner.

(1) The required and permitted fencing which may be installed by an Owner, subject to the requirements of this **Section,** are as follows:

(a) Interior Side and Rear Line Fences For Lots 1934- 1944, Block 26, Lots 1946- 1951, Block 26, Lots 1953-1954, Block 26, Lots 1955-1967, Block 27, and Lot 1968, Block 28: May be all masonry, wrought iron, a combination of wrought iron and masonry, a combination of wood and masonry, or all wood provided it does not conflict with other provisions herein. Each Owner is responsible for the proper maintenance of that portion of the fence which abounds the Owner's Lot.

(b) Side Fencing Adjacent to Streets Lot 1955, Block 27 and Lot 1968, Block 28: May be all masonry, a combination of masonry and wrought iron, or a combination of masonry and wood with a toprail (Per **Exhibit F)** as approved by the ACC. Masonry columns shall be no further than twenty five feet (25') apart.

(c) Street Side Fencing for Lots 1934-1936 and 1954, Block 26: A masonry wall installed by the Declarant is to remain in place and may not be taken down or altered. The Association is responsible for the proper maintenance of that portion of the wall which abounds the Owner's Lot.

(d) Interior Side and Rear Line Fences for Lots 2186-2190, and 2192, Block 26, Lots 2193-

2201, Block 27, and Lots 2202-2222, Block 42: May be all masonry, wrought iron, a combination of wrought iron and masonry, a combination of wood and masonry, or all wood provided it does not conflict with other provisions herein. Each Owner is responsible for the proper maintenance of that portion of the fence which abounds the Owner's Lot.

(e) Side Fencing Adjacent to Streets for Lot 2193, Block 27 and Lots 2202, 2213 and 2214, Block 42: May be all masonry, a combination of masonry and wrought iron, or combination of masonry and wood with a toprail (Per **Exhibit F)** as approved by the ACC. Masonry columns shall be no further than twenty-five feet (25") apart.

(f) Interior Side and Rear Line Fences for Lots 2193-2203, Block 26: May be all masonry, wrought iron, a combination of wrought iron and masonry, a combination of wood and masonry, or all wood provided it does not conflict with other provisions herein. Each Owner is responsible for the proper maintenance of that portion of the fence which abounds the Owner's Lot.

(g) Side Fencing Adjacent to Streets for Lot 2201, Block 26: May be all masonry, a combination of masonry and wrought iron, or combination of masonry and wood with a toprail (Per **Exhibit F)** as approved by the ACC. Masonry columns shall be no further than twenty-five feet (25') apart.

(h) Wing Walls and Gates – All Lots: Wing walls (fences located between the main structure and any side Lot line) may be all masonry, a combination of masonry and wrought iron, or a combination of masonry and wood with a toprail as approved by the ACC.

(2) All masonry used in a fence or wall on a Lot shall match the primary masonry used on the residence. Wing walls shall have a masonry column adjacent to the side Lot line. All masonry columns shall be six and one-half feet (6' 6") in height and shall be no further then twenty-five feet (25') apart if visible from any street. Masonry columns are required on all street side fencing. All wood, if any, used in fencing (including wooden gates for wing walls) shall be composed of one inch by four inch (1'x4"), six feet (6') tall, notched, vertical cedar planks, without gaps between planks. No cedar fencing shall be stained or painted but may be sealed with ACC approval. All wood fences along the street side of Lots shall have the smooth side facing the street and framing facing the interior of the Lot with a toprail. All wrought iron used in fencing shall be painted Basalt Green by Devoe (1UM20A), black or the same color as the approved trim color of the house. All gates shall be composed of the same material as the wing wall except for a masonry wing wall where a wrought iron or cedar gate will be permitted. All wing wall gates shall be either wood with a top rail or wrought iron. All gates shall not exceed four feet (4') in width. No fence shall exceed six feet (6') in height unless specifically approved by the ACC and applicable Governmental Authority.

(3) The ACC is empowered to waive the composition requirements for fences and the height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood and it meets the requirements of the City or applicable Governmental Authority. Any materials other than cedar planks, wrought iron, or masonry to be attached to or made part of a fence must be approved in writing by the ACC prior to installation.

(4) No structure, fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the extension of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the curb lines into the street, or in the case of a rounded property corner, from the intersection of the street line extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Notwithstanding the foregoing, no structures, walls, fences or vegetation higher or greater than two (2) feet in height shall be constructed or maintained on any Lot within an area labeled on the Subdivision Plat as a clear vision easement.

(5) Pool and decking perimeter fencing will be required as safety fencing for pools and spas. These

fences must conform to the City Code and applicable state safety requirements, as well as meet all other requirements under this **Section;** except that the Owner may construct a swimming pool or spa enclosure that is black in color and consists of transparent mesh set in metal frames. Pool fencing shall be installed prior to the completion of the construction of the pool.

(6) Each Owner shall maintain all fencing placed on his Lot including the reconstruction or replacement of fences which are tilted more than ten (10) degrees from a vertical position and the replacement of broken or cracked wooden pickets.

(p) **Foundation Exposure and Finished Floor Elevation.** The builder of each residence and building shall, to the extent possible, minimize the amount of exposed foundation below the brick lug, and in any event, no more than twelve inches (12") of the foundation along the front and the first one-half of the side elevations of the residence and no more than twenty-four inches (24") of the foundation along the remainder of the residence shall be exposed to view from any street or Common Areas. All exposed slab areas shall be parged or concealed by masonry or masonry veneer approved by the ACC. Additional landscape screening of exposed foundation may be required by the ACC. All stucco exteriors shall be fully extended to the ground leaving no exposed slab. All foundations shall be a poured concrete slab. The finished floor elevation for the Living Unit and all other buildings situated on each Lot shall be in accordance with the elevations shown on the Grading Plan for such Lot and must be a minimum of eight inches (8") above the adjacent finished grade.

(q) **Garages and Carports.** A garage able to accommodate at least two (2), but not more than four (4) automobiles must be constructed and maintained for each residence. All garages shall face and open to the rear or side Lot line. Detached garages may be allowed with ACC approval. A detached garage may open to the front if it is set in the backyard where it cannot be seen from the street in front of such Lot and is located within the required building setbacks. Garages on model homes will be allowed to be used as a builder's sales offices but must be reconverted to use as a garage upon conveyance or occupancy of home as a residence.

(r) **Grading, Fill and Elevations.** No excessive excavation or fill will be permitted on any Lot. Every effort must be made to minimize cut and fill necessary for the construction of a residence on a Lot. Excess fill may not be placed on a Lot and must be legally disposed of outside of the Subdivision. For Lots adjacent to a 100 year flood plain, the finished house pad elevation must be a minimum of two feet (2') above the 100 year flood plain elevation and/or the minimum grade specified on the Subdivision Plat.

(s) **Guttering.** Guttering shall not be required, but all dwellings with guttering must be guttered with downspouts being so situated as to minimize adverse drainage consequences for adjoining Lots and shall blend with the exterior of the house.

(t) **Landscaping and Irrigation.** The following provisions shall be applicable to landscaping and irrigation of the Lots in the Subdivision:

(1) General. Landscaping shall consist of quality materials which may include grasses, trees, shrubs, flowers, and ground cover. Landscapes will consist of plants and trees that are drought tolerant, which may be indigenous to the area, and require minimum amounts of water to survive and prosper.

(2) Plans. All landscape designs must be submitted to and approved by the ACC prior to installation of any landscaping. In connection with the initial construction of a residence, each Owner, builder or his landscape contractor will furnish the ACC two (2) copies, at minimum 1"=10' scale, of a detailed landscaping plan. The ACC may modify the requirements of submittals to facilitate review of plans for various building programs. All plans shall be submitted to the ACC for review in determining their consistency and compatibility with the design and character of adjacent Lots and the Subdivision as a whole. Such plans shall be drawn to scale and shall include delineation of existing or proposed structures, pavement and other site features; designate by name, size and location the plant material to be installed; and show approximate location, size and type of all trees 6" in diameter or greater. The ACC must specifically approve the removal of any tree in excess of 6" in diameter.

After a landscaping plan has been approved and instituted, each Owner is required to submit to

the ACC a written request for any change in the plan; each Owner shall at all times maintain the minimum required vegetation ; and each Owner shall be charged with the responsibility of replacing any vegetation which shall thereafter die or is destroyed or removed.

Installation of all landscaping and irrigation systems must be completed within ninety (90) days of first occupancy in accordance with the landscape plan approved by the ACC.

(3) Plant Materials. All plant materials must be submitted to and approved by the ACC as part of the landscape plan. The ACC shall maintain and make available to all Owners an approved plant list. Each Owner shall make every effort to preserve significant natural vegetation. Appropriate procedures consistent with sound nursery practices shall be employed in all cases. The use or preservation of natural vegetation is intended to be sensitive to the natural plant species especially those which require minimal watering. This is not however intended to allow weeds, non-maintained, peculiar, or radical landscape to exist. The ACC expressly reserves the right to require the landscape plan for each residence to include the planting of trees by Owner if in the opinion of the ACC such trees are necessary to preserve the general landscaping goals and criteria for the Subdivision as a whole.

In order to help Owners and their landscape designers, the National Wildflower Research Center publications "Native Plant Bibliography for Texas", "Texas Sources for Native Plants and Seeds", "Gardening and Landscaping with Native Plants", and 'Wildflower Meadow Gardening" are maintained by the ACC for inspection and reference. In addition, the National Wildflower Research Center has consultants available at a nominal fee to help Owners either by prepaid telephone conversations or personal appointments. A list of native plants and publications are available, on request, from the ACC.

Complete landscaping in front yard and, for corner Lots, along the side yard adjacent to a street is required. Owners are encouraged to use plants, trees, and grasses that require minimum water usage and to use water efficient watering systems to minimize the amount of water applied to the Lots.

All planted or landscaped areas should be mulched with at least four (4") inches of native mulch.

Additional evergreen planting will be required to screen the broad expanse of concrete for circular driveways, or a three (3) or four (4) car garage driveway that side loads from a side street.

A twenty-four inch (24") vertical berm or twenty four inch (24") material is required in planting areas of circular driveways and parking courts in order to screen the broad expanse of concrete.

At least four (4) of the following trees are either to remain or be planted in the front yard of each Lot: live oaks, cedar elms, or red oak, three inches (3") or greater in diameter, or multi-trunk mountain laurel, six feet (6') or greater in height.

(4) Hardscape. Natural building materials such as stone, clay bricks, or concrete pavers are approved materials for exterior ground surfaces. Stained and/or patterned concrete is also acceptable. Where possible, colors should blend into the existing ground plane. All retaining wall material shall be approved by the ACC. No railroad tie retaining walls are allowed. Statues, statuary fountains, multiple tier planters, above-ground pots or plant holders, and concrete and other lawn furniture are prohibited in front and side yards. All hardscape selections must be presented to and approved by the ACC as part of the landscape plan.

(5) Irrigation. Each Owner shall be responsible for watering and maintaining the landscaping on his Lot, including landscape easements and pedestrian easements. Low flow, water efficient irrigation systems covering at least all of the front and side yard areas of each Lot is recommended.

(6) Landscape Lighting. Landscape lighting is only allowed when approved by the ACC and when the submittal indicates the lighting scheme is limited in area and in intensity. The purpose of landscape lighting is to provide for safety and diffused mood lighting only, not for decoration. Step lights, pole and pilaster mounted fixtures may be allowed when placed appropriately. Filters and shields are required to hide the light source. Fluorescent, metal halide, or low pressure sodium lamps are not allowed. No light fixtures are allowed in setbacks.

(7) Variances. In addition to the variance powers of the ACC hereinafter set forth, the ACC shall have the right to grant a variance or waiver of the requirements of this **Section** of the landscaping standards from time to time promulgated in such instances as it shall determine that such waiver is advisable in order to accommodate a unique, attractive or advanced landscaping concept, design or material and the resulting appearance, in the opinion of the ACC, will not detract from the general appearance of the neighborhood. No such variance or waiver shall be presumed and any such grant of variance or waiver shall be in writing.

(u) **Tree Protection.** Maintenance of the trees within the Subdivision is strongly encouraged. Prudence, care, and discretion should be used in the positioning of all Improvements in order to preserve as many trees as possible within the Subdivision. Replacement of trees that are removed or die is encouraged. All precautions shall be taken in connection with the pruning and trimming of trees, in order to prevent the spread of oak wilt and oak decline within the Subdivision. Such precautions shall include, but not be limited to minimal trimming and pruning of oak trees, trimming and pruning during dormant months only (normally January and February), and painting all fresh cuts with appropriate dressing or paint.

(v) **Pesticides, Herbicides, and Fertilizers.** Traditional commercially produced chemicals are not to be used in the Subdivision. Alternative, naturally occurring fertilizers and pesticides may be used.

(w) **Mailboxes.** No mailboxes or similar receptacles shall be installed or maintained on a Lot, it being contemplated that there shall be one or more central mail areas situated upon the Common Areas or Lots.

(x) **Outbuildings.** Every outbuilding, inclusive of such structures as a storage building, pool house, servants' quarters, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. The design, materials and location of all such buildings shall be subject to the prior written approval of the ACC. In no instance shall an outbuilding exceed one (1) story in height other than a detached garage, nor shall the total floor area of any outbuilding other than a detached garage exceed ten percent (10%), individually or in the aggregate, of the floor area of the main dwelling.

Every proposed addition or exterior modification to any structure or improvement shall be subject to the terms of this Declaration, and the plans and specifications for same shall be submitted to the ACC for approval.

Accessory buildings include, but are not limited to, detached private garages, green houses, tool sheds, portable storage buildings, bath house, gazebos, bona fide servants quarters not for rent, nonpaying guest houses or rooms for guests within an accessory building but not for permanent residence, but for the use of servants employed on the premises, when detached from the principal main building and located in the rear yard within the side and rear setback lines for said Lot. When the accessory building is directly attached to the principal main building by a breezeway, such accessory building shall be considered an integral part of the principal main building. The breezeway may be considered a part of an accessory building when the breezeway extends into the required rear yard.

(y) **Solar Panels and Systems.** No solar panels or solar heating or electrical system or similar apparatus shall be placed in or upon any Lot without the prior approval of the ACC which shall have the authority to disapprove the installation of same or to limit the installation of same so that no portion thereof is visible from any street or Common Areas and where such location does not adversely affect the view from an adjacent Lot.

(z) **Structures: Placement on Lots, Size and Height:**

a. Setback Lines. All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with the setback lines hereby established and those shown on the Subdivision Plat, if any. In no event shall any such building or other structure be constructed, placed or maintained except in accordance with the following:

MINIMUM SETBACK REQUIREMENTS	
Front Setbacks	Rectangular Lots – thirty-five feet (35') or as otherwise shown on the Subdivision Plat
Side Setbacks	30 feet (30') minimum cumulative total side setback on each Lot, with a minimum of ten feet (10') on any one side (i.e., side yards on any Lot can be 10' and 30', 12' and 18', etc.)
Rear Setbacks	twenty-one feet (21')

Notwithstanding the foregoing, for good cause shown, a residence or garage may be allowed to be erected closer than the required setback to the front boundary line of a Lot with written approval of the ACC, provided there shall be no projections or encroachments into any utility or drainage easement. Eaves of buildings shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this **Section.** The ACC shall have the right to grant variances to the setbacks established in this **Section** to accommodate topography, existing trees and vegetation, or rock outcroppings on a Lot or the architectural design of the proposed improvements. In no event may any structure be constructed or maintained upon any utility easement or other easement. All variances to setbacks must be approved in writing by the ACC and may also require approval by the Board of Adjustment or other applicable department of the City.

b. Size. Each one (1) story or one and one-half (1 1/2) story building or structure shall contain not less than 2,500 contiguous square feet of living area, and each two (2) story building or structure shall contain not less than 3,000 contiguous square feet of living area, exclusive of open or screened porches, terraces, patios, driveways, carports, garages, and living quarters for domestic servants separated or detached from the primary living area.

c. Height. No building or structure erected, altered or placed on, within or on the Properties shall exceed forty-five feet (45') in height (measured from average finished ground level to the highest point of the roof's surface, if a flat surface, or to the deck line of mansard roofs; or to the mean height level between eaves and ridge for hip and gable roofs), nor be more than two (2) stories in height, excluding basements and attics, without the written approval of the ACC; provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of building and structures shall be complied with at all times. In measuring the height of a building, the following structures shall be excluded: chimneys, cooling towers, ornamental cupolas, domes or spires, parapet walls not exceeding four (4) feet in height, and basements.

(aa) **Swimming Pools/Spas.** Any swimming pool/spa constructed on a Lot must be enclosed with a fence or other device completely surrounding the swimming pool/spa which, at a minimum, satisfies the City Code and all other applicable Governmental Regulations. An Owner may construct a swimming pool or spa enclosure that is black in color and consists of transparent mesh set in a metal frame. Pool/spa fencing shall be installed prior to the completion of the construction of the pool/spa. Nothing in this Section is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable Governmental Regulations concerning swimming pool/spa enclosure requirements. All plans for swimming pools/spa, and all related fencing, construction and access must be submitted to the ACC for approval prior to the start of construction. When swimming pool/spa construction accompanies the initial construction of a residence, such plans (include clear site plans) shall accompany the submission of plans for the residence. Above ground pools are not permitted. Swimming pool filter tanks shall be fully screened from view of all streets and other Lots or buried in conformity with applicable Governmental Regulations.

(bb) **Pet and Dog Runs.** Dog runs may be constructed on a Lot when approved in advance by the ACC. Dog runs must be integrated to the fullest extent with the primary residence and may not be

freestanding. Chainlink fencing of any type is not allowed.

(cc) **Holiday Decorations.** Holiday decorations, including lights, wreaths, and other similar decorations, may be placed on the exterior of the residence and/or the yard area of a Lot, provided that such decorations shall not be displayed more than thirty (30) days in advance of the holiday to which they pertain and shall be removed within fifteen (15) days after such holiday. No lighted decorations shall be permitted to shine into any neighboring residence or yard area, and no sound-emitting decorations shall be permitted. The ACC shall have the right to establish (and thereafter to amend) standards and guidelines for holiday decorations from time to time.

EXHIBIT F - FENCE DETAIL

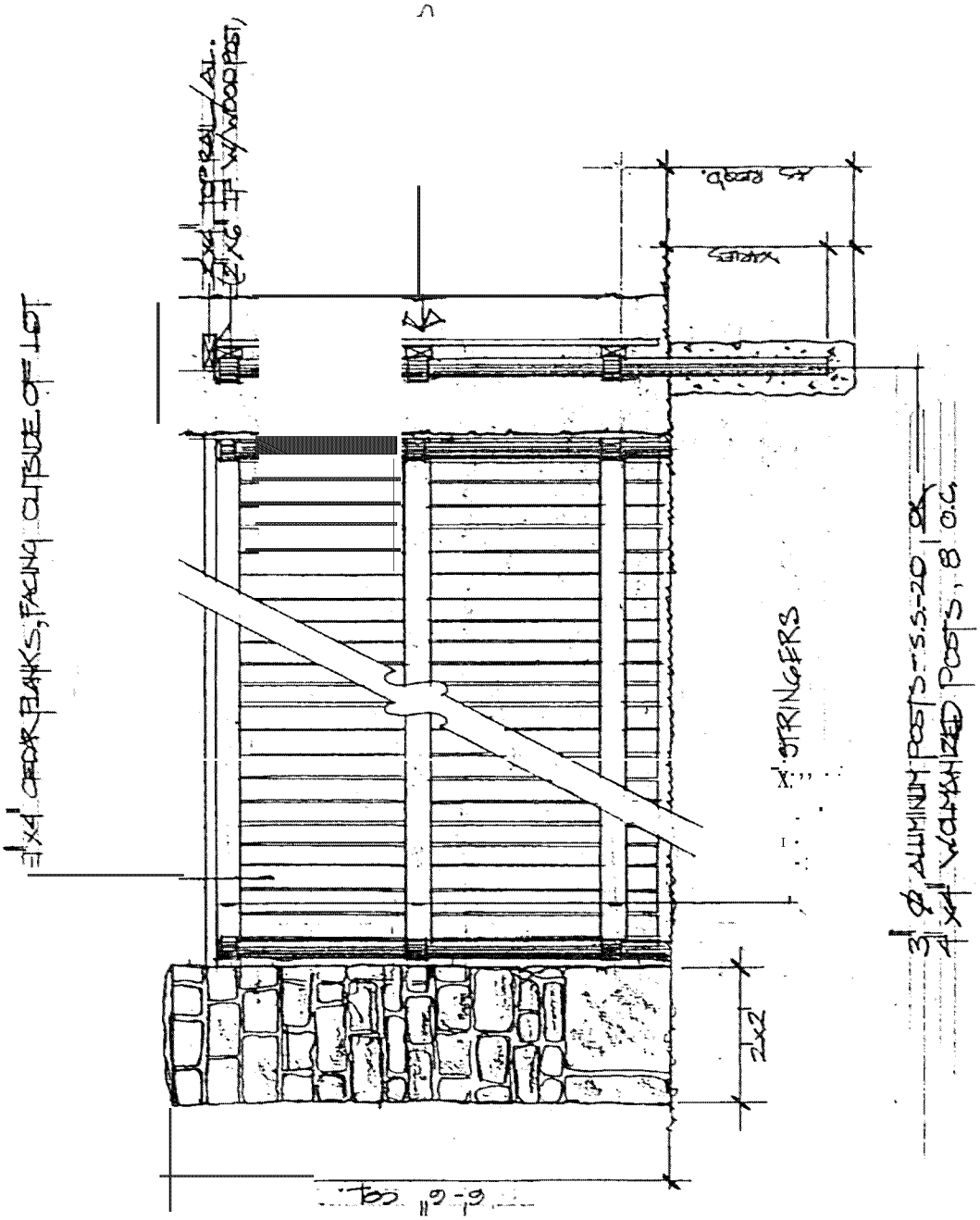
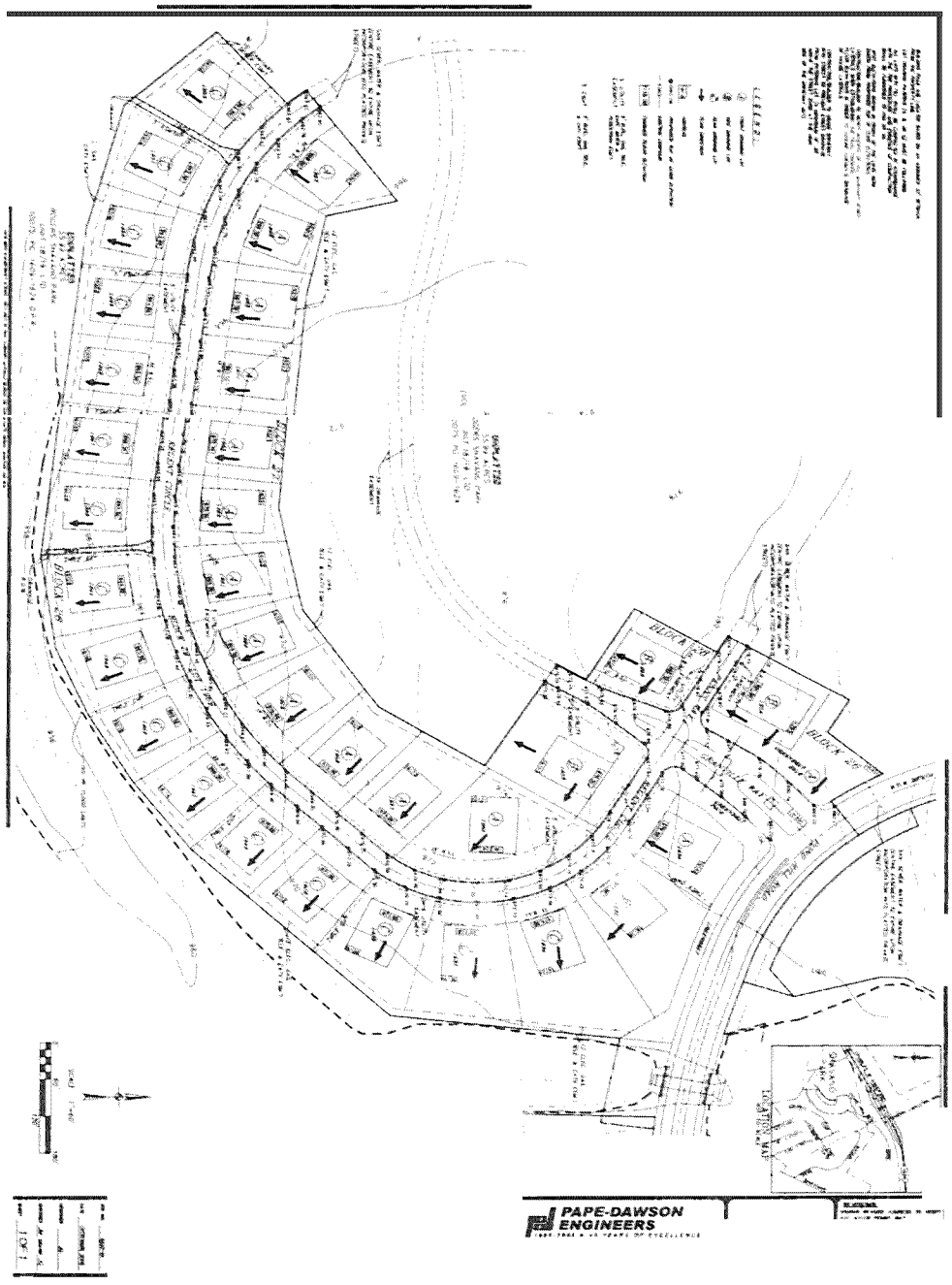


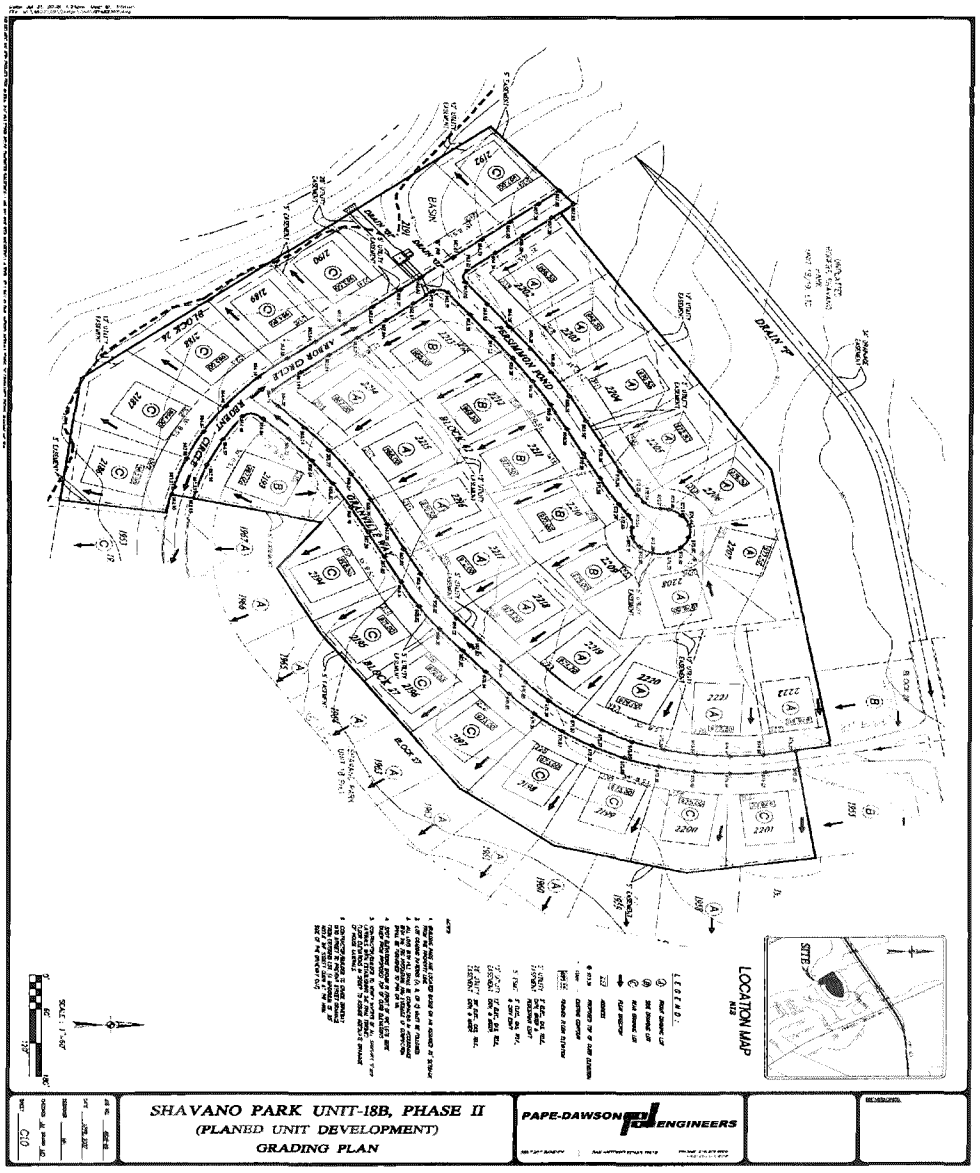
EXHIBIT *"F"*

EXHIBIT G - GRADING PLAN

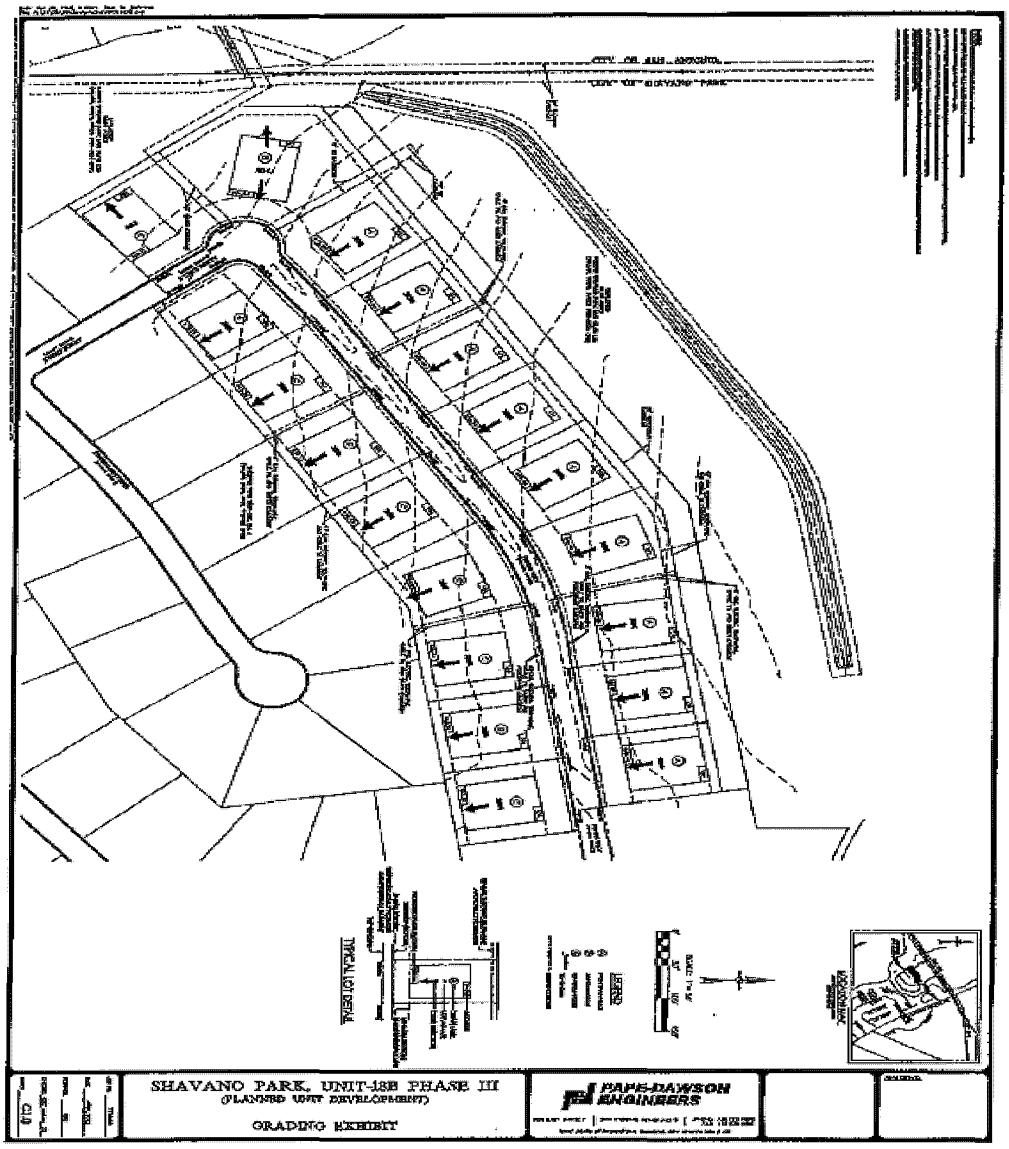
Unit 18-Phase I



Unit 18-Phase II



Unit 18 Phase III



File Information

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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 eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 4/18/2022 7:22 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk