

SCANNED

**THE PRESERVE AT ALAMO RANCH
SUBORDINATE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BEXAR §

This Preserve at Alamo Ranch Subordinate Declaration of Covenants, Conditions and Restrictions (this "Declaration") is made and executed to be effective as of the date set forth below, by Hanna/Magee L.P. #1, a Texas limited partnership ("Declarant").

RECITALS

A. Declarant is the owner of certain real property in Bexar County, Texas, described on **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"). The Property is proposed for subdivision as Alamo Ranch Units 29, 30, 31, 32 and 33. As each Plat (defined below) of a portion of the Property is approved, such Plat will be recorded in Bexar County, Texas.

B. The purpose of this Declaration is to restrict the Property under a uniform plan for the improvement, development and sale of the Property for the benefit of all owners of the Property, and in order to protect the value and desirability of the Property and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Property and other real property that may become subject to this Declaration.

C. The Property also is subject to the Master Declaration (defined below). This Declaration is in addition to and supplements, but does not replace or supersede, the Master Declaration. This Declaration is a "Subordinate Declaration" for all purposes of the Master Declaration and the "Association," as defined below, is a "Subordinate Association" for all purposes of the Master Declaration.

NOW, THEREFORE, it is hereby declared that (i) all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and enjoyed subject to the following liens, easements, restrictions, covenants, and conditions, which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof and their respective heirs, executors, legal representatives, successors, and assigns, and shall inure to the benefit of each Owner thereof; and (ii) each contract or deed which may hereafter be executed with regard to the Property of any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

ARTICLE I DEFINITIONS

Unless the context otherwise specified or requires, the following words and phrases when used in the Declaration shall have the meanings hereinafter specified:

1.1 ACC. "ACC" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

1.2 Assessment. "Assessment" or "Assessments" shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.3 Association. "Association" shall mean and refer to The Preserve at Alamo Ranch HOA, Inc., a Texas non-profit corporation, and its successors and assigns.

1.4 Board. "Board" shall mean the Board of Directors of the Association.

1.5 Bylaws. "Bylaws" shall mean the Bylaws of the Association to be adopted by the Board and as may be amended from time to time.

1.6 Certificate. "Certificate" shall mean the Certificate of Formation of the Association, which shall be filed in the office of the Secretary of State of the State of Texas, as from time to time amended.

1.7 Common Areas. "Common Areas" shall mean those portions of the Property owned by the Association for the common use and enjoyment of the Members including, but not limited to all parks, recreational facilities, community facilities, pumps, landscaping, sprinkler systems, pavement, Private Roadways, walkways, parking lots, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies), expressly including those areas of land identified on any recorded Plat as "Greenbelt" or "HOA Lot" but excluding any such areas that are conveyed to the Master Association.

1.8 Control Period. "Control Period" shall mean the period of time beginning upon the effective date of this Declaration and continuing until the date the Homebuilders have completed residential dwellings upon, and sold or conveyed to third parties, all Lots within the Property.

1.9 Declarant. "Declarant" shall mean Hanna/Magee L.P. #1, a Texas limited partnership, and its duly authorized representatives, successors and assigns. Any assignment of Declarant's rights must comply with the provisions of this Declaration and be expressly set forth in writing. The conveyance of a portion of the Property without written assignment of the rights of Declarant shall not constitute an assignment of the rights of Declarant hereunder.

1.10 Declaration. "Declaration" shall mean this instrument, as it may be amended from time to time.

1.11 Design Guidelines. "Design Guidelines" shall mean the restrictions set forth in Sections 3.1 through 3.16 below, together with any design guidelines to be adopted and modified by time to time by the ACC.

1.12 Developed Lot. "Developed Lot" shall mean any Lot that is shown on a recorded Plat and is served by public utilities and a paved, curbed and guttered Private Roadway, all of which have been accepted for use by the service provider (as to the utilities) or the Association (as to the Private Roadways).

1.13 Greenbelt. The term "Greenbelt" shall mean each area so designated by Declarant to be held as open space for the benefit of all Owners.

1.14 Homebuilders. "Homebuilders" shall mean all Persons acquiring Developed Lots for the purpose of constructing residential dwellings thereon, and their successors and assigns. The initial Homebuilders are Newmark and Weekley.

1.15 Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind located on the Property, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, basketball goals, playscapes, garages, storage buildings, fences, trash enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning units, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, internet, television, and other utilities.

1.16 Lot. "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown as a subdivided lot on a Plat on which a single-family residence may be built, together with all Improvements located thereon. The term "Lot" does not include Common Area, even where shown as a subdivided lot on a Plat.

1.17 Master Association. "Master Association" shall mean Alamo Ranch Property Owners' Association, Inc., a Texas non-profit corporation, and its successors and assigns.

1.18 Master Declarant. "Master Declarant" shall mean the Declarant from time to time under the Master Declaration. The initial Master Declarant is Pulte Homes of Texas, L.P., a Texas limited partnership.

1.19 Master Declaration. "Master Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions for Alamo Ranch Property Owners' Association, recorded in Volume 12485, Page 8636 of the Official Public Records of Bexar County, Texas, as same may be amended and/or restated from time to time.

1.20 Member. "Member" or "Members" shall mean any Person holding membership rights in the Association.

1.21 Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering all or any portion of the Property given to secure the payment of a debt.

1.22 Mortgagee. "Mortgagee" or "Mortgagees" shall mean the holder or holders of any mortgage or mortgages.

1.23 Newmark. "Newmark" shall mean Newmark Homes, L.P., a Texas limited partnership, and its successors and permitted assigns.

1.24 Owner. "Owner" or "Owners" shall mean and refer to a Person, including Declarant, holding a fee simple interest in all of any portion of the Property, but shall not include a Mortgagee.

1.25 Person. "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

1.26 Plans and Specifications. "Plan and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, drainage plans, landscaping and fencing plans, signage, lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples of exterior colors, plans for utility services, all other documentation or information relevant to such Improvement, and any and all additional documentation or information called for by the Design Guidelines.

1.27 Plat. "Plat" shall mean a final subdivision plat of any portion of the Property of record in the Official Public Records of Bexar County, Texas.

1.28 Private Roadways. "Private Roadways" shall mean all private streets or private drives within the Property, as depicted on a Plat, or serving the Property, and designated as "Common Area" by Declarant, and all security gates or other devices controlling access to such private streets or private drives.

1.29 Property. "Property" shall mean all real property that is subject to the terms of this Declaration, including without limitation, (a) the real property described on Exhibit A, and (b) from and after the date of annexation, any property annexed pursuant to Article II below.

1.30 Restrictions. "Restrictions" shall mean, collectively, (i) this Declaration, including the Design Guidelines, (ii) any and all Supplemental Declarations, (iii) the Rules, and (iv) the Certificate and Bylaws from time to time in effect, as each of the foregoing may be amended from time to time.

1.31 Rules. "Rules" shall mean the rules and regulations adopted by the Board, as the same may be amended from time to time.

1.32 Subassociation. "Subassociation" shall mean any non-profit Texas corporation or unincorporated association organized and established by Declarant, or by a Homebuilder with the approval of Declarant and Master Declarant, pursuant to or in connection with a Supplemental Declaration.

1.33 Supplemental Declaration. "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order (i) to add land to the Property, (ii) to subject any area of the Property to further covenants, conditions or restrictions or (iii) to withdraw land from the Property.

1.34 Weekley. "Weekley" shall mean Weekley Homes, L.P., a Delaware limited partnership, and its successors and permitted assigns.

ARTICLE II ADDITIONS TO THE PROPERTY

2.1 Staged Subdivision. During the Control Period, but only with the approval of Master Declarant, Declarant, its successors and assigns, may bring within the scheme of this Declaration additional land. Declarant may exercise the above right of annexation without the consent or approval of any Owner except that the approval of each Homebuilder that owns Lots within the Property at the time of such proposed annexation of additional properties is required; further the approval of the owners of the added property is required. Additional land also may be annexed into the Property at any time with consent of two-thirds (2/3rds) of each class of Members. As additional land is annexed hereto, Declarant (or after the Control Period, the Association), with respect to such land, shall record Supplemental Declarations that may supplement or modify this Declaration with such additional or different covenants, restrictions and conditions which may be appropriate for those properties. An annexation shall be effective upon the recording of the Supplemental Declaration, and thereafter this Declaration and the liens, easements, covenants, conditions, restrictions and obligations set forth herein shall apply to the annexed lands and the rights, privileges, duties and liabilities of the Persons subject to this Declaration shall be the same with respect to the annexed lands as with respect to the lands originally covered by this Declaration (except as expressly provided otherwise in an applicable Supplemental Declaration). In the event of a conflict between this Declaration and a Supplemental Declaration, the Supplemental Declaration shall control. A Supplemental Declaration must state that land is being annexed, and must contain at least the following provisions:

- (A) A reference to this Declaration, which reference shall state the document number under which this Declaration is recorded in the Bexar County Official Records;
- (B) A statement that the provisions of this Declaration shall apply to the annexed land, except as expressly provided otherwise therein;
- (C) A legal description of the annexed land; and
- (D) If Declarant is not the owner of the land being annexed, the signatures of both such owner and Declarant.

2.2 Merger or Consolidation. Upon a merger or consolidation of the Association with another association, its properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the property,

rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except pursuant to a vote of the Members as provided in Section 9.6

2.3 Withdrawal of Land. During the Control Period, but only with the approval of Master Declarant, Declarant, its successors or assigns, shall have the right to withdraw land then owned by Declarant from the Property (or with respect to land then owned by other Persons, Declarant and such Persons, acting jointly, may withdraw such land), and upon any such withdrawal this Declaration and the covenants, conditions, restrictions and obligations set forth herein shall no longer apply to the lands withdrawn. Declarant may exercise the above right of withdrawal without the consent or approval of any Owner except that the approval of each Homebuilder that owns Lots within the Property at the time of a proposed withdrawal of land is required. Furthermore, land may be withdrawn from the Property after the Control Period with the consent of two-thirds (2/3rds) of the Members. In order to withdraw lands from the Property hereunder, Declarant (or after the Control Period, the Association) shall be required only to record in the Official Records of Bexar County, Texas, a notice of withdrawal of land containing the following provisions:

- (A) A reference to this Declaration, which reference shall state the document number under which this Declaration is recorded in the Bexar County Official Records;
- (B) A statement that the provisions of this Declaration shall no longer apply to the withdrawn land;
- (C) A legal description of the withdrawn land; and
- (D) If Declarant is not the owner of the land being withdrawn, the signatures of both such owner and Declarant.

ARTICLE III RESTRICTIONS

All of the Property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

Design Guidelines

3.1 Improvements. No Improvements shall be built upon any of the Property without the prior written approval of the Plans and Specifications by the ACC. Anything herein to the contrary notwithstanding, in the case of single-family residences constructed on any Lot, the ACC, in its sole discretion, may limit its review to a review of specific floor plans and elevations. Upon the ACC's approval of such specific floor plans and elevations, residences may be constructed consistent with the approved floor plans and elevations without the requirement of further review or approval by the ACC; provided, however, that the ACC may deny a plan or

elevation proposed for a particular Lot if a substantially similar plan or elevation exists on a Lot in close proximity to the Lot on which the plan or elevation is proposed. No Improvement shall be placed or installed as to be visible from a Private Roadway or from the first floor of another residence without prior approval of the location and the Plans and Specifications of the ACC.

3.2 Minimum Square Footage; Number of Stories. The primary residence erected on a Lot shall contain not less than one thousand five hundred square feet (1,500') of enclosed, air-conditioned and heated living space, exclusive of porches and patios (open or covered), decks, balconies and garages. No residence shall contain more than two (2) stories or be greater than thirty-five feet (35') in height.

3.3 Masonry and Siding. All Improvements shall be constructed of materials of recognized standard construction quality. The following portions of the exterior wall area of all single-family residences constructed on a Lot shall not be less than one hundred percent (100%) brick, rock, stucco, stone, masonry veneer, or other masonry material specifically approved by the ACC (collectively, "Masonry"): (i) the entire first floor of the front of each residence (exclusive of porches situated on the front of the residence), (ii) the entire first floor of each side of each residence (exclusive of chimneys and/or boxed windows on such sides), and (iii) at least a two foot (2') return on each side of the second floor from the front of each residence. In addition, the front of each residence shall be at least seventy-five percent (75%) Masonry (the areas described in the two preceding sentences, herein, the "Masonry Areas"). The foregoing notwithstanding, the following are specifically excluded from the Masonry Areas: windows, doors, chimney chases, openings, gables and other areas which are not permitted to have brick by applicable city codes and/or building ordinances. All siding material shall be horizontal lap siding manufactured out of fibre-cement (*i.e.*, Hardi-Plank).

3.4 Garages. All residences shall contain enclosed garages. No residence may have a garage capable of containing more than two passenger vehicles unless the Lot upon which such residence is situated has a width at the front building setback line of at least sixty-five feet (65').

3.5 Roofing. Roofing materials used on residential structures must be (i) at least twenty (20) year dimensional fiberglass shingles, (ii) of "weatherwood" coloring, and (iii) of materials approved in writing by the ACC. Each primary residence shall have a roof constructed with a minimum "6/12" pitch, consisting of a minimum of six feet (6') in height for each twelve feet (12') width of the roof. The foregoing notwithstanding, any patio or porch roof covering must have a minimum of "4/12" pitch, consisting of a minimum of four feet (4') in height for each twelve feet (12') width of the patio or porch roof. Any patio or porch covers must be built out of wood framing painted to match the primary residence with "weatherwood" colored shingles that also match the primary residence. The roof pitch of any patio cover must be harmonious with the house roofline. Aluminum or vinyl patio covers are not allowed.

3.6 Fences. The back yards of all Lots shall be fenced unless otherwise approved by the ACC; provided, however, that the ACC, in its discretion, may prohibit the construction of any proposed fence, specify the materials of which any proposed fence must be constructed (which shall be limited to brick, stone, wood, or decorative metal), or require that any proposed fence be partially screened by vegetation. No portion of any fence shall exceed six feet (6') in height. No fences, walls or hedges shall be located nearer than thirty feet (30') from the front Lot

line. No fence shall be erected on any Lot that is located less than five feet (5') from the front wall of the single-family residence constructed upon said Lot. No stain, paint or coloring shall be applied to any portion of a fence without the prior written consent of the ACC. All Lots shall be fenced so that with respect to any portion of a wood fence that faces any existing or proposed Private Roadway, the slats shall face the Private Roadway, and the portion of the fence facing the Private Roadway shall be capped and trimmed in accordance with specifications promulgated by the ACC. Except where connecting to an existing fence, all other wood fencing shall be "good side out fencing" (*i.e.*, fencing with the cross-supports and posts facing into the Lot), and shall be limited to cedar posts and slats with two (2) rails and slats of four inch (4") width.

3.7 Swimming Pools, Tennis Courts, Sports Courts, Playscapes and Basketball Goals. The location and Plans and Specifications for any swimming pool, tennis court, sport court, playscape or basketball goal, and its screening or fencing, shall be subject to the approval and requirements of the ACC. Above ground swimming pools are prohibited. Basketball goals in the front or side of any residence are prohibited. The materials, design and construction of all pools, courts, playscapes and basketball goals shall meet standards generally accepted by the industry, shall comply with regulations of all applicable governmental entities, and shall meet all fence and setback criteria established by this Declaration and other applicable governmental regulations.

3.8 Landscaping. All landscape improvements visible from a Private Roadway are subject to review by the ACC prior to installation. Landscaping of each Lot shall be completed within sixty (60) days (subject to extension for delays caused by inclement weather, restrictions or delays caused by governmental regulations prohibiting new planting or watering due to restricted water use) after the home construction is completed, and shall include grassed and landscaped front and side yards (in front of fences). Back yards shall be fully sodded within ninety (90) days after issuance of a certificate of occupancy for the residence. Grasses shall be limited to Tiff419 Bermuda unless otherwise approved by the ACC. Use of St. Augustine grass is prohibited.

3.9 Burglar Bars. No bars or obstructions intended for use as burglar bars or sold as devices intended to prohibit forced entry into a residence may be placed on the exterior of a residence, including but not limited to windows and doors.

3.10 New Materials. Except with prior written approval of the ACC, only new materials shall be utilized in constructing any structures situated upon a Lot.

3.11 Window Treatment. No aluminum foil, reflective film or similar treatment shall be placed on any windows or glass doors.

3.12 Air Conditioning Equipment. No window or wall type air conditioner which is visible from any Private Roadway shall be permitted to be used, placed or maintained on or in any structure in any part of the Property. All air conditioning compressors and other mechanical equipment located outside of a building shall be screened from any Private Roadway by landscaping or by fences approved by the ACC.

3.13 Foundation Exposure. No foundation on any Improvement (i) may be exposed more than twenty-four inches (24") above final grade along the front of the Improvement, (ii) may be exposed more than twenty-four inches (24") above final grade along any side of the Improvement that faces a Private Roadway, or (iii) may be exposed more than thirty-six inches (36") above final grade along any other side of an Improvement. The rear of an Improvement is not restricted as to foundation exposure. If a foundation would not otherwise comply with the first sentence of this Section 3.13, the foundation shall be built to include a finished wall matching the exterior wall of the primary dwelling structure, which will extend to within twenty-four inches (24") (if at a point described in (i) or (ii) above), or thirty-six inches (36") (if at a point described in (iii) above) above final grade. Any structure with a pier and beam foundation shall have all mechanical, electrical and plumbing lines or fixtures located thereunder screened as required by the ACC. The ACC shall determine the adequacy of any proposed screening.

3.14 Slopes and Retaining Walls. All slopes adjacent to Private Roadways must be limited to three to one slopes. If such a limitation is not possible, the Owner of the Lot must build a retaining wall of dry stack limestone or natural or native boulders, in locations and in accordance with specifications approved by the ACC.

3.15 Greenbelt Lots. Lots which are adjacent to Greenbelt or open space areas shall comply with all of the following: all fences on the boundary of the Lot that adjoins the Greenbelt or open space areas shall be six feet (6') high and built of wrought iron or decorative metal as specified by the ACC ("Greenbelt Fences"). Before beginning construction on a Lot adjacent to Greenbelt or open space areas, the Homebuilder shall construct the Greenbelt Fences for all Lots then owned by the Homebuilder as of the date such construction begins. Thereafter as each Lot adjacent to Greenbelt or open spaces areas is acquired by a Homebuilder, the Homebuilder shall construct the Greenbelt Fence for such Lot within sixty (60) days after the Homebuilder acquires the applicable Lot.

3.16 Sidewalks. All sidewalks required by the City of San Antonio, Bexar County or any other governmental entity having jurisdiction shall be of concrete with a "broom finish" (e.g., no pea gravel or similar material) and constructed in accordance with applicable City of San Antonio and/or Bexar County ordinances and regulations, on each Lot, and the Plans and Specifications for each Lot shall include plans and specifications for such sidewalk, and the same shall be constructed and completed prior to occupation of the residential building. Any questions as to whether a proposed sidewalk has a "broom finish" appearance shall be determined by the ACC in the ACC's discretion. No other sidewalks shall be placed on any Lot without the approval of the ACC.

3.17 Driveways. All driveways shall be surfaced with concrete. No asphalt driveways shall be permitted.

General Restrictions

3.18 Antennae. No exterior radio or television antenna or aerial or satellite dish receiver, or other device designed to receive telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, or entertainment purposes shall be erected or maintained, except by

Declarant, without the prior written approval of the ACC. Any antenna which is approved by the ACC and which will cover more than fifteen (15) square feet of the surface area of a Lot shall be screened from view from public or private thoroughfares and adjacent properties. Notwithstanding any provision in this Section 3.17 to the contrary, one (1) satellite dish no greater than twenty (20) inches in diameter may be affixed to a residence located on a Lot so long as the satellite dish is not visible from the Private Roadway located adjacent to the front lot line of such Lot.

3.19 Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interest therein less than the whole be conveyed by the Owner thereof without the prior written approval of the ACC; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement, except drainage and public utility easements, or other interest less than the whole, all without the approval of the ACC.

3.20 Signs. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any residence, fence or other Improvement upon such Lot so as to be visible from public view except the following:

- (i) For Sale Signs. An Owner may erect one (1) sign not exceeding 2 x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.
- (ii) Declarant's and Homebuilders' Signs. Signs or billboards may be erected on any Lot by Declarant or any Homebuilder.
- (iii) Political Signs. 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, however, that such signs (a) shall not be erected more than ninety (90) days in advance of the election to which they pertain and (b) are removed within fifteen (15) days after the election.

3.21 For Lease Signs. Signs or emblems of any kind advertising a Lot, Improvement, or residence within the Property for lease or rent are expressly prohibited and may not be kept or placed upon any Lot or mounted, painted or attached to any residence, fence or other Improvement upon such Lot so as to be visible from public view.

3.22 Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view.

3.23 Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any of the Property such that it becomes or will become clearly audible at the property line of adjoining property owners. No noise or other nuisance shall be permitted to exist

or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.24 Repair of Building. All Improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

3.25 Fence Maintenance. Except as specified in Section 5.8, fence maintenance shall be the responsibility of the Owner on whose Lot the fence is located. Each Owner shall repair any damage to a fence within thirty (30) days of written notification by the Association. No Owner shall maintain a fence in such a manner as to allow (i) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of a perpendicular alignment with its base, or (ii) missing, loose, or damaged stone or wood rails in the fence, or (iii) symbols, writings, or other graffiti on the fence.

3.26 Maintenance of Lawns and Planting. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot (including any Greenbelt platted as a part of such Owner's Lot and any Greenbelt located between such Owner's Lot and a Private Roadway) cultivated, pruned, mowed, and free of trash and other unsightly material, shall install landscape irrigation systems where appropriate for the types of vegetation located on such Lot, and shall maintain all such landscape irrigation systems in good working order.

3.27 Alteration or Removal of Improvements. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the ACC.

3.28 Underground Utility Lines. No utility lines including, but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the ACC; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the ACC; and further provided that this provision shall not apply to utilities installed along the perimeters of the Property. The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the ACC.

3.29 Drainage. No objects, including but not limited to buildings, fences or landscaping, shall be allowed in a drainage easement except as approved by the Architectural Control Committee.

3.30 Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks

shall be discharged upon the Property, no open fires shall be lighted or permitted except within safe and well-designed interior fireplaces, or in contained barbecue units while attended and in use for cooking purposes.

3.31 Temporary Structures. No tent, shack or other temporary building, improvement or structure shall be placed upon the Property without the prior written approval of the ACC (which approval shall require that no such item be visible from any Private Roadway); provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, Homebuilders and foremen during actual construction may be maintained with the proper approval of Declarant, approval to include the nature, size, duration and location of such structure.

3.32 Mining and Drilling. No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing water, oil, gas or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth, except that Declarant and the Association shall be permitted to drill and operate water wells on the Property.

3.33 Unightly Articles; Vehicles. No articles deemed to be unsightly by the ACC shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, 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 enclosed garages or other structures. Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. No automobiles or other vehicles may be parked overnight on any Private Roadway. Service areas, storage areas, loading areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view from public or private thoroughfares and adjacent properties and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view from public or private thoroughfares and adjacent properties.

3.34 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3.35 Animals - Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Property other than on the Lot of its Owner unless confined to a leash. No more than four (4) domestic pets, in the aggregate, shall be allowed on any Lot. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and

no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all time. Such enclosed area shall be constructed in accordance with plans approved by the ACC, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

3.36 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 (including Declarant) upon any Lot within the Property. 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, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the ACC, provided that such waiver shall be only for the reasonable period of such construction.

3.37 Compliance with Provisions of the Restrictions. Each Owner shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with the Restrictions 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 the Board on behalf of the Association or by an aggrieved Owner.

3.38 Unfinished Structures. No structure shall remain unfinished for more than one (1) year after the same has been commenced. Construction of residential improvements shall begin no later than two (2) years after ownership of the Lot has been legally conveyed by Declarant.

3.39 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article III or elsewhere in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

3.40 Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the Private Roadway property lines and a line connecting them at points twenty-five feet (25') from the intersection of the Private Roadway property lines extended. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a Private Roadway property line with the edge of a driveway or alley pavement. 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.

3.41 Holiday Decorations. Holiday or seasonal decorations and lighting (i) may only be displayed on a Lot in a reasonable manner, (ii) may be placed on a Lot no earlier than thirty (30) days before a holiday for which Homeowners commonly decorate outside the home, and (iii) must be removed ten (10) days after such holiday.

ARTICLE IV USE RESTRICTIONS

4.1 General. The Property shall be improved and used solely for single-family residential use, except that the Common Areas, subject to Declarant's (or after the Control Period, the Board's) approval, may be improved or used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property. As to any specific portion of the Common Area, Declarant (or after the Control Period, the Board) in its (or their) sole and absolute discretion, may permit other improvements and uses. No Lot, and no Improvement erected or maintained on any Lot shall be used for manufacturing, industrial, business, commercial, institutional or other non-residential purposes. This prohibition shall not apply to "garage sales" conducted by Owners, provided that no Owner shall conduct more than one (1) garage sale during any six (6) month period and no garage sale may be of more than two (2) consecutive days' duration, or the use of any Improvement on a Lot by Declarant or any Homebuilder as a model home or sales office, or the use of any Lot as a site for a construction office trailer or sales office trailer by Declarant or any Homebuilder. Further, nothing in this Declaration shall prevent the rental of any entire Lot and the Improvements thereon by the Owner thereof for residential purposes.

4.2 Minimum Yards. The location of all Improvements located on a Lot shall be subject to approval by the ACC. Minimum yard and set-back requirements may be established on a Plat or by the ACC or by Declarant through a Supplemental Declaration in order to maximize open areas, pedestrian and vehicular movement and to benefit the overall appearance of the Property.

4.3 Common Area. No land within any Common Area shall be improved, used or occupied, except as may be approved by Declarant (or after the Control Period, the Board), in its (or their) sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and improvement. Declarant may, by written instrument, delegate its right to grant such approval to the Board. Access to any Common Area may be limited to persons currently paying Assessments, fees and other charges, or otherwise conditioned or restricted, or made available to non-Owners, all on such terms and conditions as Declarant may determine, in its sole discretion. After the Control Period, the Board shall have the rights of Declarant set forth in this Section and may exercise same as the Board deems proper in its sole discretion, even if such right has not been expressly delegated to it by Declarant.

ARTICLE V PRESERVE AT ALAMO RANCH HOA, INC.

5.1 Organization. Declarant shall, at such time as Declarant deems appropriate, cause the formation and incorporation of the Association as a non-profit corporation under the laws of the State of Texas. The Association shall be created for the purposes, charged with the duties,

governed by the provisions and vested with the powers prescribed by law or set forth in the Certificate and Bylaws or in this Declaration. Neither the Certificate nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. Nothing in this Declaration shall prevent the creation, by Supplemental Declaration(s), of Subassociations to own, develop, assess, regulate, operate, maintain or manage the Property subject to such Supplemental Declarations.

5.2 Membership. Every Person who is a record Owner of a fee or undivided fee interest in any Lot which is subject to this Declaration shall be a Member of the Association as well as a member of the Master Association. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot. Ownership of such Lot shall be the sole qualification for Membership. Any Mortgagee who acquires title to any Lot through judicial or nonjudicial foreclosure shall become a Member of the Association upon so acquiring title. Every Member shall have the right at all reasonable times during business hours to inspect the books and records of the Association.

5.3 Voting Rights. The Association shall have two (2) classes of voting Memberships:

- (A) Class A. Class A Members shall be all Owners except Declarant. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one (1) Person holds such interest in any Lot, all such Persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine as provided by the Bylaws, but in no event shall more than one (1) Class A vote be cast with respect to any Lot.
- (B) Class B. The Class B Member(s) shall be Declarant, and its successors and assigns, and shall be entitled to the sum of (i) one (1) vote for each Lot owned by Declarant plus (ii) three (3) votes for each Class A vote. The Class B membership shall cease upon expiration of the Control Period (subject to reversion back to Class B membership upon the annexation of additional land).

5.4 Powers and Authority of the Association. The Association shall have the powers of a Texas non-profit corporation subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. 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 the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

- (A) Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, the Rules and Bylaws, but not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

- (B) Insurance. To obtain and maintain in effect policies of insurance which, in the Board's opinion, are reasonably necessary or appropriate to carry out the Association functions.
- (C) Records. To keep books and records of the Association's affairs and to make all such books and records available for inspection by any Owner upon request and at reasonable times and intervals.
- (D) Assessments. To levy Assessments as provided in Article VII below. An Assessment is defined as that sum which must be levied in the manner and against the property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.
- (E) Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereof for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any portion of the Property or Improvements thereon so as to conform to the Restrictions. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular, special and initial Assessments. The Association shall 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, or to restrain and enjoin, any breach or threatened breach of the 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 Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.
- (F) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- (G) Collection for Subassociation. To collect on behalf of and for the account of any Subassociation (but not to levy) any assessment made by a Subassociation created pursuant to this Declaration.
- (H) Collection for Master Association. To collect on behalf of and for the account of the Master Association (but not to levy) any assessment made by the Master Association.

- (I) Conveyances. To grant and convey to any Person the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Association property for the purpose of construction, erecting, operating or maintaining the following:
- (1) Parks, parkways or other recreational facilities or structures;
 - (2) Roads, streets, walks, driveways, trails and paths;
 - (3) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
 - (4) Sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
 - (5) Any similar public, quasi-public or private improvements or facilities;

Provided, however, that the Association shall not convey fee simple title in and to, or mortgage all or any portion of any Common Areas without complying fully with the requirements of Section 8.7 below.

Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way that would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

- (J) Manager. To retain and pay for the services of a Person (the "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. To the extent permitted by law, the Association and 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 liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.
- (K) Association Property Services. To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for all Association property; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, median strips, sidewalks, paths, trails, ponds, lakes and other areas of the Property, as appropriate; and to own and operate any and all types of facilities for both active and passive recreation.
- (L) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the

Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Certificate or Bylaws.

- (M) Construction on Association Property. To construct new Improvements or additions to Association properties, subject to the approval of the ACC as provided in this Declaration.
- (N) Contracts. To enter into contracts with Declarant and other Persons on such terms and provisions as the Board shall determine, to operate and maintain any Common Area or to provide any service or perform any function on behalf of Declarant or any Person.
- (O) Property Ownership. To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

5.5 Maintenance and Landscape Authority. The Association shall maintain all Private Roadways within the Property (including any median areas), entry areas and related landscaping subject to any obligation of the Master Association to maintain any such areas pursuant to the Master Declaration. In addition, subject to the Master Association's obligation to maintain any such areas pursuant to the Master Declaration, the Association shall be authorized to landscape, maintain and repair all easements, access easements, right-of-way, median strips, sidewalks, paths, trails, detention ponds and other areas of the Property, as appropriate. The Association shall maintain all Common Areas and may enter into license agreements with governmental entities pursuant to which the Association may maintain public rights of way for the benefit of the Property.

5.6 Lighting. The Association shall pay for electrical service and for all other costs and expenses necessary to operate and maintain the lights within Common Areas.

5.7 Common Area. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

- (A) To accept, own, operate and maintain all Common Areas which may be conveyed or leased to it by Declarant or at Declarant's direction, together with all Improvements of whatever kind and for whatever purpose which may be located in such areas; and to accept, own, operate and maintain other property, real and personal, conveyed or leased to the Association by Declarant or at Declarant's direction, or otherwise acquired by the Association and to maintain in good repair and condition all lands, improvements, and other Association property owned by or leased to the Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.
- (B) To construct, maintain, repair and replace landscape improvements and irrigation systems within public rights-of-way pursuant to agreements with the City of San Antonio, Bexar County or other appropriate governmental authority.

- (C) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- (D) Upon the approval of two-thirds (2/3) of the Class A Owners and full compliance with the provisions of Section 8.7 below, to execute mortgages, both construction and permanent, for construction of facilities, including improvements on property owned by or leased to the Association.
- (E) To take out and maintain current a policy of liability insurance coverage to cover accidental bodily injury and/or death caused by the use and enjoyment of the Common Areas. Such insurance shall be in such amounts as the Board shall deem appropriate.

5.8 Fencing. The Association shall be responsible for all maintenance of Greenbelt Fences, including the obligation to rebuild and/or repair same when required.

5.9 Indemnification. To the full extent permitted by law, the Association shall 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 or she is or was a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorney's fees, reasonably incurred by him or her in connection with such action, suit or proceeding if it is found and determined by the Board or a court that he or she (1) acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of Nolo Contendere or its equivalent, shall not of itself create a presumption that the Person did not act in good faith or in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. The Board may purchase and maintain insurance on behalf of any Person who is or was a director, officer, committee member, employee, servant or agent of the Association, against any liability asserted against him or her or incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him or her against such liability hereunder or otherwise.

ARTICLE VI

ACC

6.1 Approval of Plans and Specifications. No Improvement shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition to or

change or alteration therein be made until the Plans and Specifications therefore shall have been submitted to the ACC in accordance herewith and approved in writing by the ACC.

6.2 Membership of ACC. The ACC shall consist of not less than three (3) nor more than seven (7) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as Declarant or its successors or assigns deem appropriate. The initial number of Voting Members shall be three (3).

6.3 Actions of the ACC. The ACC may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the ACC. In the absence of such designation, the vote of a majority of all of the members of the ACC taken without a meeting, shall constitute an act of the ACC.

6.4 Advisory Members. The Voting Members may from time to time designate Advisory Members.

6.5 Term. Each member of the ACC shall hold office until such time as he or she has resigned or has been removed or his or her successor has been appointed, as provided herein.

6.6 Declarant's Rights of Appointment. Declarant, its successors or assigns, shall have the right to appoint and remove all Voting Members. Declarant may delegate this right to the Board by written instrument. After the Control Period, the Board shall have the right to appoint and remove all Voting Members, even if such right has not been expressly delegated to it by Declarant.

6.7 Adoption of Rules. The ACC may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, and other similar codes as it may deem necessary and desirable.

6.8 Design Guidelines. The ACC hereby adopts the foregoing Sections 3.1 through 3.16 of this Declaration as the "Design Guidelines". All Improvements shall be constructed in accordance with the Design Guidelines. The ACC shall have the authority to disapprove any proposed Improvements based on the restrictions set forth in the Design Guidelines or as otherwise set forth in this Article VI. Any decision of the ACC pursuant to this Section shall be final and binding so long as it is made in good faith. The ACC may charge Owners a reasonable fee for each set of Design Guidelines supplied to an Owner.

6.9 Reviews of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the ACC is required it shall consider all of the Plans and Specifications for the Improvement or proposal in question, the Design Guidelines, and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the ACC, and construction thereof may not commence unless and until the ACC has approved such Plans and Specifications in writing. The ACC may postpone review of the Plans and

Specifications until such time as the ACC has received all information requested. The ACC shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by the Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the ACC. The ACC shall not be responsible for reviewing any proposed Improvement nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

6.10 Plan Review. Upon receipt by the ACC of all of the information required by this Article VI, it shall have thirty (30) days in which to review said plans. The proposed Improvements will be approved if, in the sole opinion of the ACC, (i) the Improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the Improvements comply with all provisions of this Declaration and the applicable Plat and do not encroach upon any easement or building set back line; (iii) the Improvements will not result in the reduction in property value, use or enjoyment of any of the Property; (iv) the individual or company intended to perform the work is acceptable to the ACC; and (v) the Improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement (12 months for the construction of a complete house). In the event that the ACC fails to issue its written response within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, the ACC's approval shall be deemed to have been granted without further action.

6.11 Variance. The ACC may grant variances from compliance with any of the provisions of this Declaration, any Supplemental Declaration or the Design Guidelines, when, in the opinion of the ACC, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. All variances must be evidenced by a written instrument, in recordable form, and must be signed by at least two (2) of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

6.12 No Waiver of Future Approvals. The approval or consent of the ACC to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the ACC shall not be deemed to constitute a Waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different Person.

6.13 Work In Progress. The ACC, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

6.14 Address. Plans and Specifications shall be submitted to the ACC at 1011 N. Lamar Blvd., Austin, Texas 78703, or such other address as may be designated by Declarant, its successors and assigns, from time to time.

6.15 Fees. The ACC shall not require a submission fee for each set of Plans and Specifications for the construction of the initial Improvements on a Lot submitted for its review. The ACC may establish a fee schedule for review of Plans and Specifications required under this Declaration after the construction of the initial Improvements.

6.16 Certificate of Compliance. Upon completion of any Improvement approved by the ACC and upon written request by the Owner of the Lot, the ACC shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the Plans and Specifications on file with the ACC to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval by the ACC of the actual construction of the Improvements or of the workmanship or materials thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval by the ACC of the construction, workmanship, materials or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

ARTICLE VII FUNDS AND ASSESSMENTS

7.1 Assessments.

- (A) Assessments established by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Developed Lot within the Property.
- (B) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Developed Lot against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. Such lien shall be prior to any declaration of homestead. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.
- (C) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose to the duration of the Assessment year or other period remaining after said date.
- (D) Assessments levied pursuant to this Declaration shall be in addition to and not in lieu of, assessments payable by each Owner to the Master Association pursuant to the Master Declaration.

7.2 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall 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. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by a Subassociation pursuant to any Supplemental Declaration.

7.3 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Restrictions, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board, shall 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 Assessments in the same manner as aforesaid. All such regular Assessments shall 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.

7.4 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Association under the Restrictions. The amount of any special Assessments shall be at the reasonable discretion of the Board.

7.5 Initial Assessments. In addition to the regular annual and special Assessments provided for above in Section 7.3 and 7.4, a one-time initial Assessment, in an amount set by the Board from time to time, shall be due and payable to the Association immediately upon the conveyance of any Lot to a new Owner. Such initial Assessment shall be assessed and levied to provide for reasonable costs incurred by the Association and/or any Manager for the resulting change in Membership in the Association upon the conveyance of the Lot and the preparation for the new owner of information and materials relating to Membership in the Association and to the Property.

7.6 Owner's Personal Obligation for Payment of Assessments. The regular, special and initial Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by 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 shall be obligated to pay interest at the highest rate allowed by law for interest on delinquent Assessments from the due date thereof until paid (or if there is no such highest rate then at the rate of eighteen percent (18%) per annum) together with all costs and expenses of collection, including reasonable attorney's fees.

7.7 Exemptions. Notwithstanding any provision herein to the contrary, all Common Areas shall be exempt from the payment of any Assessment, whether regular, special or initial.

7.8 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 7.6 hereof and the cost

of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be prior to any declaration of homestead and superior to all other liens and charges against the said Lot, except only for:

- (A) All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof;
- (B) All liens secured by amounts due or to become due under (i) any term contract for sale dated and recorded, or (ii) any mortgage vendor's lien or deed of trust filed for record, prior to the date any Assessment became due and payable; and
- (C) All liens including, but not limited to, vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same are purchased from a Homebuilder, or for any part of the cost of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.

Notwithstanding the above, no lien shall be deemed or held superior to the lien hereby created unless the Association is made a party to any court proceeding to enforce any of the above-listed liens. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board. To evidence the aforesaid assessment lien, the Association may 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 shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Bexar County, Texas. Such lien for payment of Assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by either (i) the Association instituting suit against the 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 the Owner shall be required to pay the costs, expenses, and reasonable attorney's fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to such Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII PROPERTY RIGHTS AND EASEMENTS

8.1 Title to Common Areas. At such time or times as Declarant determines appropriate, Declarant shall identify and convey to the Association or the Master Association, as applicable, fee simple or easement interests in portions of the Property. The Association shall accept all such interests so conveyed to the Association by Declarant, which shall be held by the

Association as Common Area. Declarant and the Association anticipate multiple conveyances of Common Area, and the Association's obligations set forth herein with respect to Common Area shall refer only to the Common Area owned by the Association at the particular point in time. Each conveyance shall be, at Declarant's election, by special warranty deed or easement with special warranty of title, subject in either instance to all matters set forth in this Declaration, all liens securing the payment of taxes for the current and all subsequent years, and all easements, liens, rights of way, prescriptive rights, encroachments, overlapping of improvements, discrepancies, conflicts, leases, reservations, mineral severances, restrictions, covenants, conditions, regulations, and other rights, claims, title exceptions and other matters of any kind or nature affecting all or any of the real property interests conveyed as Common Area, whether of record in the real property records of Bexar County, Texas or apparent on the Common Area. Each such conveyance shall be made solely for the benefit of the Owners and all right, title and interest in the Common Area so conveyed shall be held by the Association solely for the use and benefit of the Owners. Any such conveyance shall be made by Declarant and accepted by the Association, "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL. WITHOUT LIMITING THE FOREGOING, DECLARANT SHALL NOT MAKE AND SPECIFICALLY SHALL NEGATE AND DISCLAIM ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE COMMON AREA, INCLUDING, WITHOUT LIMITATION, THE ACREAGE, WATER, SOIL OR GEOLOGY OF THE COMMON AREA OR ANY SURROUNDING AREAS, (B) THE VALUE OF THE COMMON AREA, (C) THE SUITABILITY OF THE COMMON AREA FOR ANY AND ALL ACTIVITIES AND USES WHICH MAY BE CONDUCTED THEREON, (D) THE COMPLIANCE OF OR BY COMMON AREA OR THE OPERATION THEREOF WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING WITHOUT LIMITATION ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, (E) THE DISPOSAL OR EXISTENCE, IN OR ON THE COMMON AREA, OF ANY ASBESTOS, PCB EMISSIONS, HYDROCARBONS, RADON GAS, OR HAZARDOUS OR TOXIC MATERIALS, (F) THE MANNER OR QUALITY OF THE CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THE COMMON AREA OR MATERIALS, IF ANY, INCORPORATED INTO THE COMMON AREA, (G) THE STATE OF REPAIR OR LACK OF REPAIR OF THE COMMON AREA OR ANY IMPROVEMENTS THEREIN OR THERETO, OR (H) ANY OTHER MATTER WITH RESPECT TO THE COMMON AREA. IF THE ASSOCIATION OR ANY OWNER REQUESTS ANY INFORMATION WITH RESPECT TO THE COMMON AREA, THE ASSOCIATION OR OWNER SHALL ACKNOWLEDGE THAT SUCH INFORMATION SHALL NOT HAVE BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY DECLARANT. DECLARANT SHALL MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION, AND DECLARANT SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, REPORTS, SURVEYS OR OTHER

INFORMATION OF ANY KIND OR NATURE PERTAINING TO THE COMMON AREA, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT, OR OTHER PERSON. The Association shall and hereby does agree to indemnify and hold harmless Declarant from and against all liability, damages, suits, actions, costs and expenses of whatsoever nature (including reasonable attorney's fees) to persons or property caused by or arising out of any use or activities of the Association or any of the Owners upon or within the Common Area.

8.2 Private Roadways. The streets within the Property are private, and shall be owned and maintained by the Association. Vehicular access to the Property will be through controlled entry gates. Except as herein provided, the Association may make rules governing access to the Property and the use (including parking, cross-walks, and speed limits) of the Private Roadways.

- (A) Unless Declarant agrees in writing to the contrary, after the gates to the Property are installed, the gates shall remain open to the public each day from 7:00 a.m. through 6:00 p.m. (or during daylight savings time, 7:00 p.m.), for at least six (6) months after Declarant has sold the last lot owned by Declarant within the Property (including additional property which may be annexed in accordance with Section 2.1 above).
- (B) ***Each Owner is notified that the streets within the Property are not public streets, but are private roadways.*** Declarant shall assign to the Association the contractor's construction warranty as to each segment of the Private Roadway, which warranty shall cover a period of at least one (1) year after substantial completion of the respective segment, and the Association shall maintain each segment of the Private Roadways after same is substantially complete. Substantial completion shall be deemed to have occurred as to any segment of the Private Roadways on the date Declarant's engineer certifies to Declarant that such segment is substantially complete. ***The cost of maintenance of the Private Roadways is included within the Assessment for each Lot.***
- (C) The Association may make reasonable rules and regulations, and may prescribe fines and penalties, as it determines reasonable and necessary, in order to promote safety within the Property, including without limitation, establishing maximum rates of speed on Private Roadways. If an Owner or Owner's family member or guest violates posted maximum rates of speed, such Person may be liable for a fine (not to exceed the maximum fine for which such Person would be liable in the event of violation of a speed limit on a public street), and if a safety violation by any particular Person occurs more than one time during any six-month period, the right of such Person to use the Private Roadways (except as a passenger in a vehicle or via non-motorized modes of transportation) may be suspended for up to thirty (30) days per violation. Imposition of fines and suspensions of rights to use the Private Roadways shall be in accordance

with the requirements of the Texas Property Code, as amended from time to time.

8.3 No Warranty. **NEITHER THE ASSOCIATION NOR DECLARANT MAKES ANY WARRANTY OR REPRESENTATION TO THE OWNERS THAT THE GATES TO THE PROPERTY PROVIDE ANY SECURITY WHATSOEVER, AND EACH OWNER IS SOLELY RESPONSIBLE FOR PROVIDING SECURITY FOR THEIR HOME AND PROPERTY.**

8.4 Public Easement. An express easement is hereby reserved across the Private Roadways for the use of the surface for all governmental functions, vehicular and non-vehicular, including fire and police protection, solid and other waste material pickup and any other purpose any governmental authority deems necessary; however, no governmental entity or its agents or employees shall be responsible or liable for any damage to the surface of Private Roadways because of governmental vehicles traversing over same. Additionally, an express easement is hereby reserved on, over and across each Lot within ten feet (10') of each Private Roadway for installing, replacing, repairing, maintaining, removing and reinstalling traffic and directional signs, which easement shall be for the benefit of Declarant and the Association.

8.5 Subdivision Fencing Easement. Declarant hereby reserves for itself and the Association, an easement over and across each Lot and the Common Area for the installation, maintenance, repair or replacement of certain subdivision fencing which serves the Property. Declarant will have the right, from time to time, to record a written notice in the Official Public Records of Bexar County, Texas, which identifies the subdivision fencing to which the easement reserved hereunder applies. Declarant may designate all or any portion of the subdivision fencing as improvements to be maintained by the Association by written notice recorded in the Official Public Records of Bexar County, Texas. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon.

8.6 Reserved Easements. The Master Declaration, and all dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights, made by Declarant prior to the Property 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 Declarant conveying any part of the Property. Declarant reserves the right to make changes in and additions to the said easements and rights-of-way for the purpose of most efficiently and economically developing the Property. Further, Declarant reserves the right, without the necessity of the joinder of any Owner or other Person, to grant, dedicate, reserve or otherwise create, at anytime or from time to time, rights-of-way and easements for public utility purposes (including, without limitation, gas, water, cable television, electricity, telephone and drainage), in favor of any Person, along and on either or both sides of any Lot line, which said easement shall have a maximum width of five feet (5') on each side of such Lot line.

8.7 Installation and Maintenance. There is hereby created an easement upon, across, over and under all of the easement areas affecting the Property for ingress and egress in connection with installing, replacing, repairing and maintaining all utilities, including, but not

limited to, water, sewer, gas, cable television, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, above, across and under the Property, within the public utility easements from time to time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no sewer, electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by Declarant or the ACC. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the Plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.8 Drainage Easements. Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the ACC thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements as defined in this Declaration and shown on the Plat. There shall be no construction of Improvements, temporary or permanent in any drainage easement, except as approved in writing by the ACC.

8.9 Surface Areas. Each Owner shall maintain the surface area of all easements located within his Lot and all Improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither Declarant nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

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

8.11 Owners' Easements of Enjoyment of Common Areas. Each Owner shall have an easement of use and enjoyment in and to all Common Areas which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- (A) The right of the Association to suspend the Owner's voting rights and right to use the Common Areas for any period during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association;

- (B) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless: (1) an instrument of agreement to such dedication or transfer, signed by at least two-thirds (2/3) of each class of Members entitled to vote is recorded; and (2) written notice of proposed action under this provision is sent to every Owner and Mortgagee not less than ten (10) days and not more than sixty (60) days in advance of such action.
- (C) The right of the Association to borrow money for the purpose of improving the Common Areas and, in furtherance thereof, to mortgage the Common Areas, all in accordance with the Certificate and Bylaws; No such mortgage shall be effective unless: (1) an instrument of agreement to such mortgage, signed by at least two-thirds (2/3) of each class of Members entitled to vote is recorded; and (2) written notice of proposed action under this provision is sent to every Owner and Mortgagee not less than ten (10) days and not more than sixty (60) days in advance of such action.
- (D) The right of the Association to make reasonable rules and regulations regarding the use of the Common Areas and any facilities thereon; and
- (E) The right of the Association to contract for services with third parties on such terms as the Association may determine.

ARTICLE IX MISCELLANEOUS

9.1 Term. This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until May 1, 2030, unless amended as herein provided. After May 1, 2030, this Declaration, including all such covenants, conditions, and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least three-fourths (3/4) of the Lots within the property then subject to this Declaration.

9.2 Nonliability of Board and ACC Members. Neither the ACC, nor any member thereof, nor the Board nor any member thereof, nor shall be liable to the Association or to any Owner or to any other Person for any loss, damage or injury arising out of their being in any way connected with the performance of the ACC's or the Board's respective duties under this Declaration unless due to the willful misconduct or bad faith of the ACC or its member or the Board or its member, as the case may be. Neither the ACC nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

9.3 Amendment.

- (A) By Declarant. During the Control Period, this Declaration may be amended by Declarant acting alone. No amendment by Declarant shall be

effective until there has been recorded in the Official Records of Bexar County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment.

- (B) By Owners. In addition to the method in Section 9.3(A), this Declaration may be amended by the recording in the Official Records of Bexar County, Texas of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by the Owners of at least two-thirds (2/3) of the Lots.
- (C) Master Declarant Approval. Master Declarant's approval must be obtained to any amendment to this Declaration, which approval shall be evidenced by a consent either attached to the amendment or separately recorded with the County.

9.4 Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Person at the address given by such Person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such Person to the Association.

9.5 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Property and of promoting and effectuating the fundamental concepts of the Property set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

9.6 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit operations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than two-thirds (2/3) of the votes of the Association.

9.7 Exemption of Declarant. Notwithstanding any provision of this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the ACC. Without in any way limiting the generality of the preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

9.8 Assignment by Declarant. Notwithstanding any provision in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights

and duties under this Declaration to any other Person and may permit the participation, in whole or in part, by any Person in any of its privileges, exemptions, rights and duties hereunder.

9.9 Approval of Master Declarant. In each instance where Master Declarant's approval is required pursuant to any provision of this Declaration, at such time as Pulte Homes of Texas, L.P. ceases to be the Master Declarant, in lieu of obtaining the Master Declarant's approval, the approval of the Board of Directors of the Master Association shall be obtained.

9.10 Enforcement and Nonwaiver.

- (A) Right of Enforcement. Except as otherwise provided herein, any Owner at his or her own expense, Declarant, and/or the Board shall have the right to enforce all of the provisions of the Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision.
- (B) Nonwaiver. The failure to enforce any provision of the Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.
- (C) Liens. The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.11 Construction.

- (A) Restrictions Severable. The provisions of the Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.
- (B) 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.

9.12 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

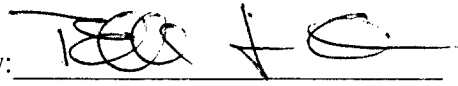
9.13 Ratification and Approval. Master Declarant is executing this Agreement for the sole purpose of evidencing its consent to this Declaration as a Subordinate Declaration pursuant to the terms of the Master Declaration. Newmark Homes, L.P., a Texas limited partnership, and Weekley Homes, L.P., a Texas limited partnership, are executing this Agreement to ratify this Declaration and confirm that this Declaration applies to all portions of the Property currently owned by Newmark Homes, L.P. or Weekley Homes, L.P., as applicable.

29th IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the day of June, 2007.

DECLARANT:

HANNA/MAGEE L.P. #1, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

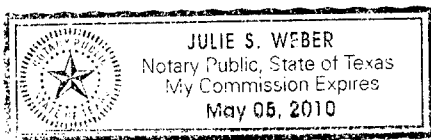
By: 
Blake J. Magee, President

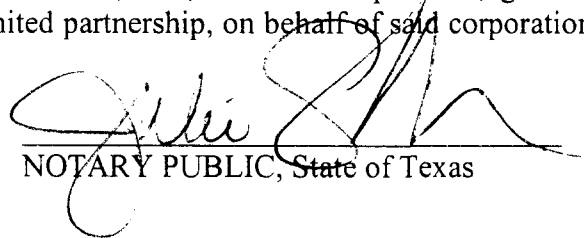
Declarant's Address:

1011 N. Lamar Blvd.
Austin, Texas 78703

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29th day of June, 2007, by **BLAKE J. MAGEE**, President of Hanna/Magee GP #1, Inc., a Texas corporation, general partner of **HANNA/MAGEE L.P. #1**, a Texas limited partnership, on behalf of said corporation and said limited partnership.



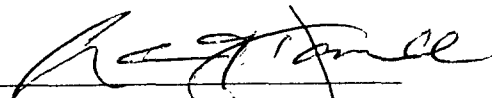

NOTARY PUBLIC, State of Texas

Consent of Declarant under Master Declaration

The undersigned is executing this Declaration to confirm its approval, in its capacity as Master Declarant, of this Declaration as a Subordinate Declaration (as such term is defined in the Master Declaration).

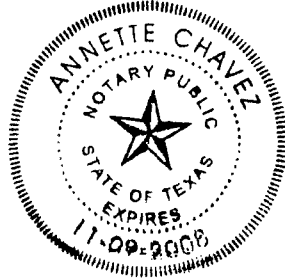
PULTE HOMES OF TEXAS, L.P., a Texas limited partnership

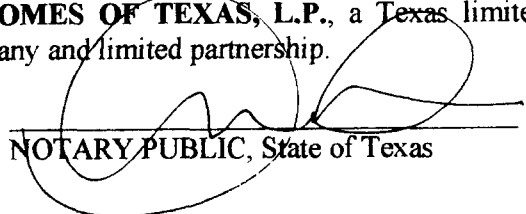
By: Pulte Nevada I, LLC, a Delaware limited liability company, General Partner

By: 
Name: LAUREN DARWELL
Title: ASST SECRETARY

STATE OF TEXAS §
 §
COUNTY OF Dallas §

This instrument was acknowledged before me on the 29 day of June, 2007, by Lauren Darwell, Asst. Secretary of Pulte Nevada I, LLC, a Delaware limited liability company, general partner of **PULTE HOMES OF TEXAS, L.P.**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.




NOTARY PUBLIC, State of Texas

Ratification by Newmark Homes, L.P.

The undersigned is executing this Declaration to ratify same and to confirm that this Declaration, as amended from time to time, applies to all land within the Property owned by Newmark Homes, L.P. as of the date this Declaration is recorded in the Official Public Records of Bexar County, Texas.

NEWMARK HOMES, L.P., a Texas limited partnership

By: TOUSA Homes, Inc., a Florida corporation, General Partner

By: [Signature]

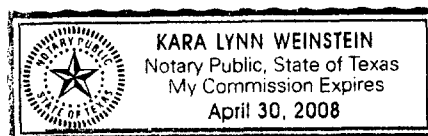
Name: Steven Krasoff

Title: VP

STATE OF TEXAS §
 §
COUNTY OF Texas §

This instrument was acknowledged before me on the 19th day of June, 2007, by Steve Krasoff, Vice President of TOUSA Homes, Inc., a Florida corporation, general partner of **NEWMARK HOMES, L.P.**, a Texas limited partnership, on behalf of said corporation and limited partnership.

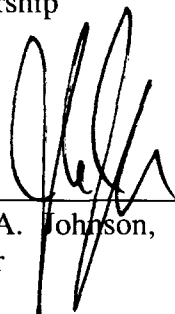
[Signature]
NOTARY PUBLIC, State of Texas



Ratification by Weekley Homes, L.P.

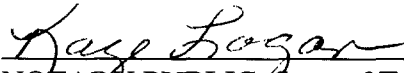
The undersigned is executing this Declaration to ratify same and to confirm that this Declaration, as amended from time to time, applies to all land within the Property owned by Weekley Homes, L.P. as of the date this Declaration is recorded in the Official Public Records of Bexar County, Texas.

WEEKLEY HOMES, L.P., a Delaware
limited partnership

By: 
John A. Johnson, Chief Executive
Officer

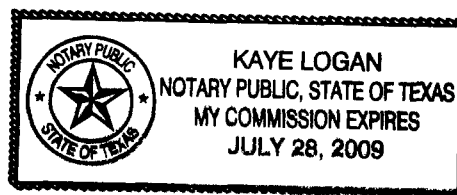
STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 26 day of June, 2007, by John A. Johnson, Chief Executive Officer for WEEKLEY HOMES, L.P., a Delaware limited partnership, on behalf of said limited partnership.


NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:

Ann Engles Vanderburg
Hurst, Savage & Vanderburg, LLP
814 W. Tenth Street
Austin, Texas 78701



Ratification

The undersigned are the owners of Lot 30, Block 126, ALAMO RANCH UNIT 30 ENCLAVE, a subdivision in Bexar County, Texas, according to the map or plat thereof recorded in Volume 9572, Pages 201-203, Deed and Plat Records of Bexar County, Texas (the "Property"), and are executing this Ratification (i) to ratify The Preserve at Alamo Ranch Subordinate Declaration of Covenants, Conditions and Restrictions (the "Declaration"), which has been or will be recorded in the Official Public Records of Bexar County, Texas, and which shall encumber all of Alamo Ranch Units 29, 30, 31, 32 and 33, existing or proposed subdivisions in Bexar County, Texas, and (ii) to confirm that the Declaration, as same may be amended from time to time, applies to the Property.


BART KNEIP


EMILY PAVLIK

STATE OF TEXAS §
 §
COUNTY OF Brazoria §

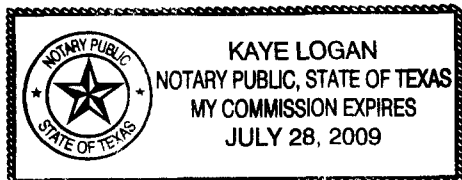
This instrument was acknowledged before me on the 22 day of June, 2007, by BART KNEIP.


NOTARY PUBLIC, State of Texas

STATE OF TEXAS §
 §
COUNTY OF Brazoria §

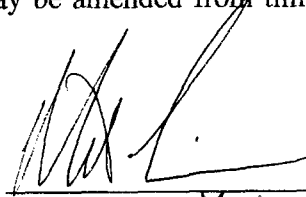
This instrument was acknowledged before me on the 22 day of June, 2007, by EMILY PAVLIK.


NOTARY PUBLIC, State of Texas

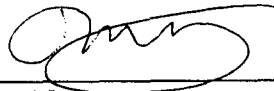


Ratification

The undersigned are the owners of Lot 6, Block 126, ALAMO RANCH UNIT 30 ENCLAVE, a subdivision in Bexar County, Texas, according to the map or plat thereof recorded in Volume 9572, Pages 201-203, Deed and Plat Records of Bexar County, Texas (the "Property"), and are executing this Ratification (i) to ratify The Preserve at Alamo Ranch Subordinate Declaration of Covenants, Conditions and Restrictions (the "Declaration"), which has been or will be recorded in the Official Public Records of Bexar County, Texas, and which shall encumber all of Alamo Ranch Units 29, 30, 31, 32 and 33, existing or proposed subdivisions in Bexar County, Texas, and (ii) to confirm that the Declaration, as same may be amended from time to time, applies to the Property.



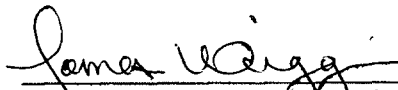
Print Name: MICHAEL LARRAIN



Print Name: Tanya Larrain

STATE OF CA §
COUNTY OF Los Angeles §

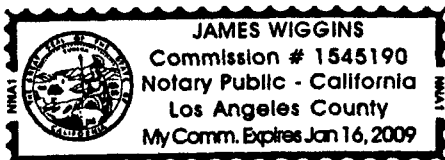
This instrument was acknowledged before me on the 20 day of June, 2007, by
MICHAEL LARRAIN


NOTARY PUBLIC, State of CA

STATE OF CA §
COUNTY OF Los Angeles §

This instrument was acknowledged before me on the 20 day of June, 2007, by
TANYA LARRAIN


NOTARY PUBLIC, State of CA



ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

SS.

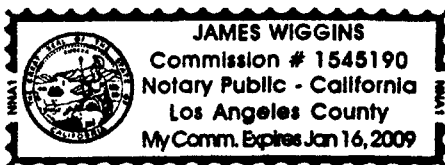
On JUNE 20, 2007 before me, JAMES WIGGINS, Notary Public,
personally appeared MICHAEL LARRAIN; TANYA LARRAIN

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Name(s) of Signer(s)

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

James Wiggins
Signature of Notary Public

OPTIONAL

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☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

RIGHT THUMBPRINT
OF SIGNER

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EXHIBIT "A"

A 48.29 ACRE, OR 2,103,367 SQUARE FEET MORE OR LESS, TRACT OF LAND BEING OUT A 1,611.112 ACRE TRACT OF LAND DESCRIBED IN CONVEYANCE TO PULTE HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 10940, PAGES 369-381 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, BEING ALL OUT OF THE THOMAS YORK SURVEY NO. 201½, ABSTRACT 825, COUNTY BLOCK 4400 ALL IN BEXAR COUNTY, TEXAS, SAID 48.29 ACRES BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS DERIVED FROM COORDINATES OF THE TEXAS COORDINATE SYSTEM FOR THE SOUTH CENTRAL ZONE, ESTABLISHED FROM THE NORTH AMERICAN DATUM OF 1983(CORS96);

BEGINNING: AT A FOUND ½" IRON ROD, THE SOUTHWEST CORNER OF NORTH SAN ANTONIO HILLS UNIT 1 RECORDED IN VOLUME 7000, PAGES 6-8 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, THE SOUTHWEST CORNER OF MORNING VISTA, A 60-FOOT RIGHT-OF-WAY DEDICATED IN SAID UNIT 1, A SOUTHEAST CORNER OF SAID 1,611.112 ACRE TRACT, ON THE NORTH LINE OF A 328.967 ACRE TRACT CONVEYED TO VISE OAKS 1 LTD. IN DEED RECORDED IN VOLUME 7144, PAGES 1567-1575 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS;

THENCE: S 74°27'12"W, ALONG AND WITH THE SOUTH LINE OF SAID 1,611.112 ACRE TRACT, THE NORTH LINE OF SAID 328.967 ACRE TRACT, A DISTANCE OF 1721.16 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: DEPARTING THE NORTH LINE OF SAID 328.967 ACRE TRACT, THE SOUTH LINE OF SAID 1,611.112 ACRE TRACT, CROSSING SAID 1,611.112 ACRE TRACT, THE FOLLOWING CALLS AND DISTANCES:

N 15°32'48"W, A DISTANCE OF 254.17 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 735.00 FEET, A CENTRAL ANGLE OF 28°06'31", A CHORD BEARING AND DISTANCE OF N 29°36'04" W, 356.98 FEET AND AN ARC LENGTH OF 360.58 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 43°39'19"W, A DISTANCE OF 480.05 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF N 01°20'41" E, 21.21 FEET AND AN ARC LENGTH OF 23.56 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 46°20'41"E, A DISTANCE OF 544.56 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 743.00 FEET, A CENTRAL ANGLE OF 21°44'25", A CHORD BEARING AND DISTANCE OF N 35°28'28" E, 280.23 FEET AND AN ARC LENGTH OF 281.92 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 35°33'22"E, A DISTANCE OF 157.29 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 85°19'43"E, A DISTANCE OF 479.38 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 85°37'34"E, A DISTANCE OF 520.23 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 07°06'54"E, A DISTANCE OF 26.43 FEET TO A FOUND ½" IRON ROD ON A NORTHWEST CORNER OF A DRAINAGE EASEMENT DEDICATED IN THE NORTH SAN ANTONIO HILLS UNIT 2 SUBDIVISION RECORDED IN VOLUME 8000, PAGE 153 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS;

THENCE: S 09°51'20"E, ALONG AND WITH THE WEST LINE OF SAID DRAINAGE EASEMENT, AN EAST LINE OF SAID 1,611.112 ACRE TRACT, A DISTANCE OF 155.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: ALONG AND WITH THE SOUTH LINE OF SAID DRAINAGE EASEMENT, A NORTH LINE OF SAID 1,611.112 ACRE TRACT, THE FOLLOWING CALLS AND DISTANCES

N 80°08'40"E, A DISTANCE OF 187.77 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 10°45'00", A CHORD BEARING AND DISTANCE OF N 85°31'10" E, 79.62 FEET AND AN ARC LENGTH OF 79.74 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 89°06'20"E, A DISTANCE OF 43.34 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", THE NORTHWEST CORNER OF LOT 12 OF SAID UNIT 2;

THENCE; S 15°54'48"E, ALONG AND WITH THE WEST LINE OF SAID LOT 12, AN EAST LINE OF SAID 1,611.112 ACRE TRACT, A DISTANCE OF 486.25 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", A CORNER OF THOROUGHbred TRAIL, A 60-FOOT RIGHT-OF-WAY DEDICATED IN SAID UNIT 1:

THENCE: S 15°35'04"E, ALONG AND WITH THE WEST LINE OF SAID THOROUGHbred TRAIL, A DISTANCE OF 60.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;

SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIAL BEARING OF S 15°35'04" E, A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF S 60°35'04" E, 35.36 FEET AND AN ARC LENGTH OF 39.27 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", ON THE WEST LINE OF SAID MORNING VISTA;

THENCE: S 15°35'04"E, ALONG AND WITH THE WEST LINE OF SAID MORNING VISTA, A DISTANCE OF 265.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 48.29 ACRES OF LAND IN BEXAR COUNTY, TEXAS, SAID TRACT BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON THE GROUND AND A SURVEY MAP PREPARED BY PAPE-DAWSON ENGINEERS, INC.

TRACT II: (UNIT 31)

A 51.34 ACRE, OR 2,236,541 SQUARE FEET MORE OR LESS, TRACT OF LAND BEING OUT A 1,611.112 ACRE TRACT OF LAND DESCRIBED IN CONVEYANCE TO PULTE HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 10940, PAGES 369-381 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, BEING ALL OUT OF THE THOMAS YORK SURVEY NO. 201½, ABSTRACT 825, COUNTY BLOCK 4400 ALL IN BEXAR COUNTY, TEXAS, SAID 51.34 ACRES BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS DERIVED FROM COORDINATES OF THE TEXAS COORDINATE SYSTEM FOR THE SOUTH CENTRAL ZONE, ESTABLISHED FROM THE NORTH AMERICAN DATUM OF 1983(CORS96):

COMMENCING: AT A FOUND ½" IRON ROD, THE NORTHEAST CORNER OF LOT 1, BLOCK 1, OF THE NORTH SAN ANTONIO HILLS UNIT 2 SUBDIVISION RECORDED IN VOLUME 8000, PAGE 153 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, THE NORTHWEST CORNER OF AUTUMN MIST, A 60-FOOT RIGHT-OF-WAY, DEDICATED IN VOLUME 7000, PAGES 6-8 OF THE DEED AND PLAT RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, ON A SOUTH LINE OF SAID 1,611.112 ACRE TRACT;

THENCE: S 74°15'57"W, ALONG AND WITH THE NORTH LINE OF SAID UNIT 2, A SOUTH LINE OF SAID 1,611.112 ACRE, A DISTANCE OF 299.87 FEET TO A FOUND ½" IRON ROD AT THE NORTHWEST CORNER OF SAID LOT 1, AN ANGLE OF SAID SUBDIVISION;

THENCE: S 74°04'37"W, DEPARTING SAID SUBDIVISION AND ALONG AND WITH THE SOUTH LINE OF SAID 1,611.112 ACRE TRACT, A DISTANCE OF 822.64 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", A CORNER OF SAID 1,611.112 ACRE TRACT;

THENCE: S 12°12'12"E, ALONG AND WITH AN EAST LINE OF SAID 1,611.112 ACRE TRACT, A DISTANCE OF 22.54 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", AN ANGLE POINT OF SAID 1,611.112 ACRE TRACT, FOR THE POINT OF BEGINNING;

THENCE: N 73°40'06"E, CONTINUING ALONG AND WITH AN EAST LINE OF SAID 1,611.112 ACRE TRACT, A DISTANCE OF 36.49 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", THE NORTHWEST CORNER OF LOT 3, BLOCK 1 OF THE AFOREMENTIONED UNIT 2;

THENCE: ALONG AND WITH THE EAST LINE OF SAID 1,611.112 ACRE TRACT, THE WEST LINE OF SAID UNIT 2, THE FOLLOWING CALLS AND DISTANCES:

S 05°59'34"E, A DISTANCE OF 333.97 FEET TO A FOUND ½" IRON ROD;

S 06°09'17"E, A DISTANCE OF 263.00 FEET TO A FOUND ½" IRON ROD;

S 00°03'09"E, A DISTANCE OF 634.81 FEET TO A FOUND ½" IRON ROD;

N 89°20'23"W, A DISTANCE OF 260.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 18°55'12"E, A DISTANCE OF 331.56 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 00°40'14"W, A DISTANCE OF 143.51 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1012.00 FEET, A CENTRAL ANGLE OF 17°46'00", A CHORD BEARING AND DISTANCE OF S 08°12'46" E, 312.55 FEET AND AN ARC LENGTH OF 313.81 FEET TO A FOUND ½" IRON ROD;

S 17°05'46"E, A DISTANCE OF 588.06 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 36°53'57"W, A DISTANCE OF 57.55 FEET TO A FOUND ½" IRON ROD;

N 89°06'20"W, A DISTANCE OF 138.99 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 580.00 FEET, A CENTRAL ANGLE OF 10°45'00", A CHORD BEARING AND DISTANCE OF S 85°31'10" W, 108.66 FEET AND AN ARC LENGTH OF 108.82 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 80°08'40"W, A DISTANCE OF 187.77 FEET TO A FOUND ½" IRON ROD;

THENCE: DEPARTING THE EAST LINE OF SAID 1,611.112 ACRE TRACT, THE WEST LINE OF SAID UNIT 2, CROSSING SAID 1,611.112 ACRE TRACT, THE FOLLOWING CALLS AND DISTANCES.

N 07°06'54"W, A DISTANCE OF 26.43 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 85°37'34"W, A DISTANCE OF 520.23 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 85°19'43"W, A DISTANCE OF 479.38 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 35°33'22"W, A DISTANCE OF 157.29 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIAL BEARING OF N 65°23'44" W, A RADIUS OF 743.00 FEET, A CENTRAL ANGLE OF 18°46'13", A CHORD BEARING AND DISTANCE OF N 15°13'10" E, 242.32 FEET AND AN ARC LENGTH OF 243.41 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 05°50'03" E, A DISTANCE OF 252.68 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", THE BEGINNING OF A TANGENT CURVE TO THE RIGHT;

NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 657.00 FEET, A CENTRAL ANGLE OF 46°40'00", A CHORD BEARING AND DISTANCE OF N 29°10'03" E, 520.45 FEET AND AN ARC LENGTH OF 535.12 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 52°30'04"E, A DISTANCE OF 199.40 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", THE BEGINNING OF A TANGENT CURVE TO THE LEFT;

NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1543.00 FEET, A CENTRAL ANGLE OF 56°54'39", A CHORD BEARING AND DISTANCE OF N 24°02'44" E, 1470.40 FEET AND AN ARC LENGTH OF 1532.63 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 04°24'35"W, A DISTANCE OF 24.83 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

EAST, A DISTANCE OF 136.37 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 74°03'21"E, A DISTANCE OF 167.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 51.34 ACRES OF LAND IN BEXAR COUNTY, TEXAS, SAID TRACT BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON THE GROUND AND A SURVEY MAP PREPARED BY PAPE-DAWSON ENGINEERS, INC.

TRACT III: (UNITS 29 & 33)

A 63.42 ACRE, OR 2,762,669 SQUARE FEET MORE OR LESS, TRACT OF LAND BEING OUT A 1,611.112 ACRE TRACT OF LAND DESCRIBED IN CONVEYANCE TO PULTE HOMES OF TEXAS, L.P., A TEXAS LIMITED PARTNERSHIP IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 10940, PAGES 369-381 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, BEING ALL OUT OF THE SARAH TYLER SURVEY NO. 367, ABSTRACT 744, COUNTY BLOCK 4401 AND THE THOMAS YORK SURVEY NO. 201½, ABSTRACT 825, COUNTY BLOCK 4400 ALL IN BEXAR COUNTY, TEXAS, SAID 63.42 ACRES BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS DERIVED FROM COORDINATES OF THE TEXAS COORDINATE SYSTEM FOR THE SOUTH CENTRAL ZONE, ESTABLISHED FROM THE NORTH AMERICAN DATUM OF 1983 (CORS96):

COMMENCING: AT A FOUND ½" IRON ROD, THE SOUTHWEST CORNER OF NORTH SAN ANTONIO HILLS UNIT 1

RECORDED IN VOLUME 7000, PAGES 6-8 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, THE SOUTHWEST CORNER OF MORNING VISTA, A 60-FOOT RIGHT-OF-WAY DEDICATED IN SAID UNIT 1, A SOUTHEAST CORNER OF SAID 1,611.112 ACRE TRACT, ON THE NORTH LINE OF A 328.967 ACRE TRACT CONVEYED TO VISE OAKS 1 LTD. IN DEED RECORDED IN VOLUME 7144, PAGES 1567-1575 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS;

THENCE: ALONG AND WITH THE SOUTH LINE OF SAID 1,611.112 ACRE TRACT, THE NORTH LINE OF SAID 328.967 ACRE TRACT, THE FOLLOWING CALLS AND DISTANCES:

S 74°27'12"W, A DISTANCE OF 1791.16 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON" FOR THE POINT OF BEGINNING;

S 74°27'12"W, A DISTANCE OF 12.69 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 74°28'54"W, A DISTANCE OF 1818.93 FEET TO A FOUND ½" IRON ROD, A SOUTHWEST CORNER OF SAID 1,611.112 ACRE TRACT, ON THE EAST LINE OF A 368.134 ACRE TRACT CONVEYED TO VISE OAKS LTD. IN VOLUME 7623, PAGES 1403-1406 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS;

THENCE: N 00°21'06"E, ALONG AND WITH A WEST LINE OF SAID 1,611.112 ACRE TRACT, THE EAST LINE OF SAID 368.134 ACRE TRACT, A DISTANCE OF 903.61 FEET TO A FOUND 5/8" IRON ROD, THE NORTHEAST CORNER OF SAID 368.134 ACRE TRACT, A SOUTHWEST CORNER OF SAID 1,611.112 ACRE TRACT;

THENCE: N 85°00'37"W, ALONG AND WITH THE NORTH LINE OF SAID 368.134 ACRE TRACT AND THE SOUTH LINE OF SAID 1,611.112 ACRE TRACT, A DISTANCE OF 485.26 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

THENCE: DEPARTING THE NORTH LINE OF SAID 368.134 ACRE TRACT THE SOUTH LINE OF SAID 1,611.112 ACRE TRACT, CROSSING SAID 1,611.112 ACRE TRACT, THE FOLLOWING CALLS AND DISTANCES:

N 04°59'23"E, A DISTANCE OF 146.06 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", THE BEGINNING OF A CURVE TO THE RIGHT;

NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1140.00 FEET, A CENTRAL ANGLE OF 41°21'18", A CHORD BEARING AND DISTANCE OF N 25°40'02" E, 805.08 FEET AND AN ARC LENGTH OF 822.83 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 46°20'41"E, A DISTANCE OF 623.33 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", THE BEGINNING OF A CURVE TO THE RIGHT;

SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF S 88°39'19" E, 21.21 FEET AND AN ARC LENGTH OF 23.56 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 43°39'19"E, A DISTANCE OF 284.53 FEET TO A SET 1/2" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

N 46°20'41"E, A DISTANCE OF 5.00 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 43°39'19"E, A DISTANCE OF 1421.68 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON", THE BEGINNING OF A CURVE TO THE RIGHT;

SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 565.00

FEET, A CENTRAL ANGLE OF 28°06'31", A CHORD BEARING AND DISTANCE OF S 29°36'04" E, 322.98 FEET AND AN ARC LENGTH OF 326.24 FEET TO A SET ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON";

S 15°32'48"E, A DISTANCE OF 254.17 FEET TO THE POINT OF BEGINNING AND CONTAINING 63.42 ACRES OF LAND IN BEXAR COUNTY, TEXAS, SAID TRACT BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON THE GROUND AND A SURVEY MAP PREPARED BY PAPE-DAWSON ENGINEERS, INC.

Doc# 20070154269 Fees: \$188.00
07/03/2007 12:23PM # Pages 44
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK

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

JUL 03 2007



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS