

98- 0172302

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
ENCINO RANCH, UNIT 1,
A PLANNED UNIT DEVELOPMENT**

**THIS IS A COMPREHENSIVE LEGAL DOCUMENT WHICH PROVIDES FOR THE
IMPOSITION OF MANDATORY HOMEOWNER ASSESSMENTS. THIS DECLARATION IS
BINDING ON ALL FUTURE OWNERS IN THIS SUBDIVISION.**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

ENCINO RANCH UNIT 1,

A PLANNED UNIT DEVELOPMENT

THE STATE OF TEXAS }
COUNTY OF BEXAR } KNOW ALL MEN BY THESE PRESENTS:

THAT, Masonwood Encino Subdivision, Ltd. ("Declarant"), and Buffington Homes San Antonio, Inc. being the owners of all of the lots situated within that certain subdivision known as Encino Ranch Unit 1, a Planned Unit Development, according to the plat of said subdivision recorded in Volume 9539, Pages 166 and 167 of the Deed and Plat Records of Bexar County, Texas, and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the subdivision, does hereby adopt and establish the following covenants, conditions and restrictions to run with the land and to apply to the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted subject to the following covenants and restrictions (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I
PURPOSE

The Land is encumbered by these Restrictive Covenants for the following reasons: to ensure the best and highest use and most appropriate development of the property; to protect lot owners against improper use of surrounding lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to provide for the use and maintenance of common areas and improvements, and a homeowners association for the residents of the subdivision; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for development of the highest quality to enhance the value of the investment made by owners of Lots (as hereinafter defined).

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ARTICLE II
DEFINITIONS

Section 1: Definitions: The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "**ARC**," "**Committee**" or "**Architectural Review Committee**" shall mean the Architectural Review Committee established pursuant to this Declaration.

(b) "**Articles**" shall mean the Articles of Incorporation of Encino Ranch Homeowners Association, Inc., as they may, from time to time, be amended.

(c) "**Association**" shall mean and refer to Encino Ranch Homeowners Association, Inc., a Texas non-profit corporation, its successors and assigns as provided for herein.

(d) "**Board of Directors**" shall mean and refer to the governing body of the Association, the election and procedures of which shall be as set forth in the Articles of Incorporation and Bylaws of the Association.

(e) "**Builder Member**" shall mean such builders approved by Declarant for construction within the subdivision and who own one or more Lots for construction of a residence for resale to others.

(f) "**Bylaws**" shall mean the Bylaws of Encino Ranch Homeowners Association, Inc., as they may, from time to time, be amended.

(g) "**Common Facilities**" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association.

(h) "**Declarant**" shall mean and refer to Masonwood Encino Subdivision, Ltd., its successors or assigns, including any bulk transferee of Lots unless such rights as successor Declarant are negated in writing in the recorded instrument of conveyance.

(i) "**Living Unit**" shall mean and refer to a single family residence and its attached or detached garage situated upon a Lot.

(j) "**Lot**" shall mean and refer to any of the plots of land numbered Lots 2 - 24 inclusive, Block 1, Lots 1 - 5 inclusive, Lots 27 and 28, Block 2, Lots 1 - 6 inclusive and Lots 35 - 46 inclusive, Block 3, and Lot 19 in Block 4, all in N.C.B. 18217, Encino Ranch Unit 1, a Planned Unit Development, in Bexar County, Texas, as shown on the Subdivision Plat.

(k) "**Member**" shall mean and refer to all those Owners who are members of the Encino Ranch Homeowners Association, Inc., as provided herein.

(l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(m) "Properties" shall mean and refer to the above described subdivision known as Encino Ranch Unit 1, a Planned Unit Development, and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.

(n) "Subdivision Plat" shall mean and refer to the map or plat of Encino Ranch Unit 1, a Planned Unit Development, filed for record in Volume 9539, Pages 166 and 167, Deed and Plat Records of Bexar County, Texas, and any amendment thereof upon filing of same for record in the Deed and Plat Records of Bexar County, Texas.

Section 2: Interpretation and Flexibility: In the event of any ambiguity or question as to whether any person, entity, property or improvement falls within any of the definitions set forth in this Article, the determination made by Declarant in such regard shall be binding and conclusive. Moreover, Declarant may also alter or amend the application of any portion of this Declaration as to any specified portion(s) of the Properties in order to reflect any unique characteristics thereof; provided that such altered or amended application may not go so far as to be unequivocally contrary to the overall uniform scheme of development for the Properties contemplated in this Declaration.

ARTICLE III
USE

All land included within the Properties shall be used for "residential purposes" only, either for the construction of private single-family residences, including an enclosed private garage able to accommodate not less than two (2) automobiles, or as part of the Common Facilities; provided, however, that only one such private single-family residence may be constructed, or otherwise placed upon any one Lot. The terms "residential purposes" as used herein shall be held and construed to exclude business, commercial, industrial, apartment house, hospital, clinic and/or professional uses, other than home-based businesses which do not negatively affect the community, and such excluded uses are hereby expressly prohibited subject solely to the use by each Builder Member of residences within the Properties as temporary sales offices and model homes for the display and sale of Lots within the Properties and no others. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants or to allow domestic servants to be domiciled with an owner or resident.

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Building materials placed on Lots prior to commencement of improvements must be kept in a neat, clean and orderly condition. No materials may be placed on the street or between the curb and the property line.

During the construction and sales period of the initial Living Units, Builder Members may erect and maintain such structures as are customary in connection with the construction and sale of such property, including, but not limited to, a business office, storage areas, signs, model units, and sales offices. All temporary construction and sales structures shall be aesthetically compatible with the subdivision development as determined by the Committee, and may only be located within the Properties for a period not exceeding four (4) years, unless written approval of the ARC is obtained, which approval will not unreasonably be withheld.

ARTICLE IV ARCHITECTURAL REVIEW COMMITTEE

There is hereby created an Architectural Review Committee, initially composed of Mary Meredith, Jim Meredith, and Chris Blackburn, to serve until their successors are named. A majority of the Committee may act for the Committee and no notice of any of its meetings shall be required. Subject to the terms hereinafter set forth, Declarant shall have the right to add members to the Committee and to fill vacancies in the Committee membership and Declarant may assign such rights to the Association. In the event that all members of the ARC shall resign, and Declarant shall fail to appoint successors for a period of 30 days after the last to resign, then in such event, the Board of Directors of the Association may appoint the members of the ARC.

The Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein. Members of said Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any claim of loss or damage whatsoever, including, without limitation, any claims for damage or injury to property or for damage or loss arising out of their acts hereunder. In the event of non-compliance with this Declaration, the Architectural Review Committee shall have the power to halt such work through legal means, the first step of which shall be written notice to the non-complying Owner of the property, and to require the resolution of such non-compliance prior to continuation of construction. The Architectural Review Committee shall not be entitled to any compensation for services rendered pursuant to this covenant but shall be entitled to be fully reimbursed for all amounts reasonably expended in the performance of their responsibilities.

No building, fence or other structure or improvement shall be erected, placed or altered on any Lot in the subdivision until the plans and specifications, including exterior elevations and exterior colors and all exterior

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materials for such building, fence or other structure and showing the location of such building, fence or other structure, shall have been approved in writing by the Architectural Review Committee as to the quality of workmanship and materials and conformity and harmony of exterior design with existing structures in the subdivision and as to the location with respect to topography, existing trees and finished elevation. Within thirty (30) days after the Owner has submitted to the Committee all plans that the Committee may require ("Submitted Plans"), the Committee shall notify the Owner in writing whether the Submitted Plans are approved or disapproved. Any disapproval shall set forth the specific reason or reasons for such disapproval. In the event the Submitted Plans have not been approved or disapproved within thirty (30) days after submittal, the Submitted Plans will be deemed to have been approved but such deemed approval shall not permit a violation of any of the terms of these covenants.

It is the express intention of Declarant that the Architectural Review Committee shall have broad discretion to permit, consent to, or approve a variance from the specific requirements or effect of a particular covenant. The discretion afforded the Architectural Review Committee in this instrument shall be subject to, but not incompatible with the purpose of this Declaration as set forth in Article I above.

Each action of the Committee pursuant to this Article shall be separate and apart from any other action, and the grant of a variance or waiver to any one Owner shall not constitute a waiver of the Committee's right to strictly enforce the restrictions created by this Declaration. All decisions of the Committee shall be final and binding, and there shall be no review of any actions of the Committee.

The Architectural Review Committee shall be duly constituted for the entire duration of this Declaration. The Architectural Review Committee shall have the power to employ professional consultants to assist it in discharging its duties at the expense of the Association.

ARTICLE V **RESTRICTIONS ON LOTS**

All Lots in the subdivision shall be used for residential purposes. No residential building shall remain incomplete for more than nine (9) months after construction has commenced. Temporary use may be made of a house for a builder's sales office, which shall be permitted until such house is sold, not to exceed thirty-six (36) months in total from time of completion, provided such use is approved in writing by Declarant.

Each Lot improved with a residence must include an attached or detached garage large enough to accommodate under roof a minimum of two (2) full-sized automobiles. No garage shall be permanently enclosed

or conversion to any other use. Open carports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Architectural Review Committee. The term "residential purposes" as used herein shall have the meaning given to it in Article III, above.

ARTICLE VI
OUTBUILDING REQUIREMENTS

Every outbuilding, inclusive of such structures as a detached garage, storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. No metal storage buildings shall be allowed. All such outbuildings shall be subject to approval of the Architectural Review Committee. In no instance shall an outbuilding exceed one (1) story in height, nor shall the total floor area of outbuildings other than a detached garage exceed ten percent (10%), individually or in the aggregate, of the floor area of the main dwelling.

ARTICLE VII
BUILDING MATERIALS

The exterior walls of all one-story residential buildings, and the lower story of all two-story residential buildings, shall be constructed with masonry, rock, stucco, brick, or brick or masonry veneer for sixty percent (60%) or more of the total exterior wall area. Window and door openings shall be included as masonry. Notwithstanding the foregoing, the Architectural Review Committee is empowered to waive this restriction, if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design or material, and the resulting structure will not detract from the general appearance of the neighborhood. Wall materials used on all Lots shall be restricted to those types and colors approved by the Architectural Review Committee.

Roofing shall be either slate, tile, factory fire-treated wood (if permitted by the City of San Antonio), tarnished metal with standing seams, or composition or fiberglass shingles provided that any composition or fiberglass roofing shall be 210 lb. shingle, as a minimum.

ARTICLE VIII
FENCES

No fence, wall or hedge shall be built or maintained forward of the front wall line of the main structure (not including decorative walls or fences which are part of the architectural design of the main structure, and which are

not to be built or maintained nearer than the building setback line of any Lot), unless otherwise approved in writing by the Architectural Review Committee.

Fences constructed on a Lot parallel to a street adjoining the Lot shall be of the following three types:

- (1) wood not to exceed six inches (6") in width; or
- (2) all masonry which matches the house; or
- (3) a combination of simple wrought iron bars and matching masonry

With the exception of any subdivision perimeter fencing to be constructed by Declarant, all fences shall be of the three types above described or shall be all wood, composed of one inch by not more than six inches (1" x 6"), six feet (6') tall, vertical cedar planks, without gaps between planks, with the tops either level or notched "dog-ear" style. Wood fences may be painted or stained to retain the appearance of natural wood tones only. All wooden fences visible from a street shall be constructed facing the street and without any framing visible from the street. An exception shall be made in the case of retaining walls and perimeter fencing constructed by Declarant.

The Architectural Review Committee is empowered to waive the aforesaid composition requirements for fences and the aforesaid height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood.

No fence, wall, hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the extension of the edge of the pavement and a line connecting them at points twenty-five feet (25') from the intersection of the edge of the pavement into the street. No structures or landscape material over three and one-half feet (3-1/2') tall shall be allowed in this inscribed triangle.

The Owner shall maintain the fencing required herein, and shall repair or replace any portion of fencing which is broken or tilted. Perimeter fencing must be repaired or replaced to preserve the appearance thereof by using matching materials and stain. In the event the Owner fails to maintain the fencing as required, Declarant and/or the Association may enter upon the Lot for such purpose and at the expense of the Owner. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot, to pay such statement immediately upon receipt thereof.

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ARTICLE IX
DRIVEWAYS, ENTRYWAYS AND ENTRY WALKS

Driveways and entry walks on each residential Lot shall be constructed of aggregate or broom-finished concrete. All other materials and finishes must meet City of San Antonio specifications and be approved in writing by the ARC. The driveway turnout shall be constructed to specifications of the City of San Antonio and in such manner so as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent the escape of drainage water from the street onto any Lots. Driveways must be shown on the site plan submitted for approval of the Architectural Review Committee. Asphalt driveways are specifically prohibited. All crossways, and driveway approaches shall comply with City of San Antonio specifications. Any concrete spilled, poured or washed on a street must be immediately removed leaving the street clean and unstained.

ARTICLE X
TEMPORARY STRUCTURES

No structure of a temporary character (sales structure, trailer, travel trailer, tent, shack, garage, barn or other outbuilding) shall be used on any Lot at any time as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be parked in view from other properties or connected to utilities situated within a Lot. No dwelling previously constructed elsewhere may be moved onto any Lot in the subdivision controlled by these covenants. This covenant specifically includes mobile homes or the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home upon which the wheels have been left attached. Sales offices and construction offices used by the developer or builders are permitted.

ARTICLE XI
NO WALL OR WINDOW AIR CONDITIONING UNITS

There may be no individual wall or window air conditioning units in any residential structure on any Lot in the subdivision.

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ARTICLE XII
SIGNS

No signs, banners, or pennants of any kind shall be displayed to the public view on any single-family residential Lot except one (1) professional sign of not more than nine (9) square feet advertising the property for sale or rent. The sign may state only the name and phone number of the seller and/or the seller's agent. Signs

used by the developer or builders to advertise Lots or homes within the Properties during the construction and sales period shall be permitted, irrespective of the foregoing. Signs advertising subcontractors or suppliers are specifically prohibited. The Architectural Review Committee shall have control over the wording, design, appearance, size, quantity, and location of all signs. Except for sale or rental signs adhering to the standards of the first sentence of this Article, all signs within the Properties shall be subject to approval of the ARC.

ARTICLE XIII
YARD LIGHT

At the time that any dwelling shall be constructed on any Lot in the subdivision, there shall be constructed one (1) light standard of masonry or other material to harmonize with the architectural style of the main residence and on the light standard there shall be installed a light fixture in a style to be determined and approved by the Architectural Review Committee, which fixture shall be kept lighted from dusk until dawn of each day by use of a photoelectric cell. Approval of the light standard, its height, fixture, globe, and location for installation shall be obtained from the Architectural Review Committee prior to the commencement of construction.

ARTICLE XIV
RADIO OR TV ANTENNA, SATELLITE DISHES, AND SOLAR COLLECTORS

Any antenna or other device for the transmission or reception of radio or television signals or any other form of electromagnetic radiation shall be erected, used, and maintained in accordance with the written guidelines for such installation as established by the Architectural Review Committee, which shall not be in conflict of any provision of the Federal Telecommunications Act of 1996. The Architectural Review Committee shall have the authority to establish additional criteria from time to time governing these items. Solar apparatus, if used, must be installed in a location not visible from the street, any rights-of-way or other Lots or portions thereof, and must be approved by the Architectural Review Committee before erection.

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ARTICLE XV
BURGLAR BARS

No exterior burglar bars will be permitted on any doors, windows or other openings of a dwelling situated in the subdivision. Burglar bars, if installed, must be situated within the interior or such dwelling.

ARTICLE XVI
BURGLAR AND FIRE ALARMS

Each residence constructed on a Lot within the subdivision shall include as part of the initial construction, a perimeter burglar alarm system covering all exterior doors, entries and windows and such type, number, and location of smoke detectors as stipulated by the ordinances and/or building codes of the City of San Antonio then in effect.

ARTICLE XVII
HOUSE NUMBERING

House numbers identifying the address of each house must be placed as close as possible to the front entry so that the numbers can be easily read from the street. Size, color and material of the numbers must be compatible with the design and color of the house.

ARTICLE XVIII
ATHLETIC FACILITIES

Tennis court lighting and fencing shall be allowed only with the approval of the Architectural Review Committee. Basketball goals or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on the street or within twenty-five feet (25') from the street in front of any Lot in the subdivision without the prior written consent of the Architectural Review Committee. The Architectural Review Committee shall have the authority to establish guidelines for the placement and design of basketball goals.

ARTICLE XIX
WATER AND SEWAGE SYSTEMS

No individual water supply systems shall be permitted on any Lot, including, but not limited to water wells.

ARTICLE XX
GARAGES

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A garage able to accommodate at least two (2) full-sized automobiles must be constructed and maintained for each Living Unit. Each driveway must accommodate at least two vehicles in front of the garage for off-street parking requirements. Rear detached garages shall be permitted provided they are constructed in compliance with the requirements of these covenants and the specifications of the City of San Antonio. No front facing garages shall be allowed; all garages shall be constructed to face the side or rear of the Lot upon which situated.

ARTICLE XXI
MAXIMUM HEIGHT

No building or structure erected, altered or placed on, within, or in the Properties shall exceed thirty-five feet (35') in height (measured from the top of the foundation to the topmost part of the roof) nor be more than two and one-half (2-1/2) stories in height, provided however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures shall, at all times, be complied with.

ARTICLE XXII
MINIMUM AREA

The main residence building of each residence constructed on a Lot shall contain the minimum, contiguous square feet of living space set forth below, such square feet being exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servants separated or detached from the primary living area; to wit:

- A. Single Story – 1400 Square Feet
- B. Two Story – 1800 Square Feet

ARTICLE XXIII
BUILDING SETBACKS

Unless otherwise approved by the Architectural Review Committee, the minimum front setback shall be twenty-five feet (25') for all structures, the rear setback shall comply with applicable City of San Antonio ordinances, and side yards shall be a minimum of seven feet (7') on each side. Furthermore, all structures shall be constructed in accordance with any applicable tree ordinances of the City of San Antonio.

ARTICLE XXIV
MAINTENANCE OF LOTS

Grass, weeds and vegetation on each Lot shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the property and replacements of equal quality or value promptly installed. Lawns must be properly maintained and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot. In the event of default on the part of the Owner or occupant of any Lot in observing the above requirements or any of them, such default continuing after ten (10) days written notice thereof, Declarant, or its assigns, or the

Association, may without liability to Owner or any occupant, but without being under any duty to do so, in trespass or otherwise, enter upon said Lot, cut, or cause to be cut, such weeds and grass and remove or cause to be removed, such garbage, trash and rubbish or to do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and reasonable attorney's fees. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of the Lot to pay such statement immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced as fully as if it were an unpaid annual or special assessment.

Until a home or residence is built on a Lot, Declarant may, at its option, have the grass, weeds and vegetation cut when and as often as it determines the same is needed, and have dead trees, shrubs and plants removed therefrom. Declarant may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner of any Lot shall be obligated to reimburse Declarant for the cost of such maintenance or removal upon demand.

**ARTICLE XXV
LANDSCAPING**

All front yards and side yards on all Lots must be sodded within three months after occupancy of the house, and must thereafter be maintained with grass or landscaping in a neat and well mowed condition, free of unsightly weeds and overgrowth. Decorative ground cover rock in the front and side yard may be used in lieu of grass but may not exceed ten percent (10%) of the total area of the front and side yard without written approval from the Architectural Review Committee. Written approval from the Architectural Review Committee is also required for landscapes which do not include turf installation. Each owner is advised that there are no express implied warranties as to the life expectancy, vitality, or fitness for intended purpose of any trees or shrubs located on the property.

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**ARTICLE XXVI
VEHICLES**

No trailer, motor home, tent, boat, recreational vehicle, travel trailer, or any truck larger than a three-quarter (3/4) ton pick-up or wrecked, junked or wholly inoperable vehicle shall be kept, parked, stored or maintained on any portion of the Lot for a period of more than twenty-four (24) hours, unless in an enclosed

structure or in a screened area which prevents the view thereof from adjacent Lots and streets. No dismantling or assembling of an auto, trailer, motor home, tent, boat, recreational vehicle, travel trailer, any truck or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.

Off-street parking shall be provided by the Owner of each Living Unit for all such vehicles described above in a location screened from view from the street and from the other Lots, which location and screening shall be approved in writing by the Architectural Review Committee.

ARTICLE XXVII
GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, whether arranged for alley pickup or street pickup. No trash, ashes, tree limbs or brush, or other refuse may be thrown or dumped on any vacant Lot, park, street, right-of-way, or drainage area in the Properties. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where visible from any street except solely on a day designated for removal of garbage and rubbish and on which days only such cans, bags, containers, and receptacle may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

ARTICLE XXVIII
PETS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes and provided further, that no more than four (4) adult animals may be kept on a single Lot.

All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Architectural Review Committee. It shall be the responsibility of the Owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

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ARTICLE XXIX
OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any Lot above the surface of the ground.

ARTICLE XXX
NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or residents.

No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Architectural Review Committee).

No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot.

ARTICLE XXXI
EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or, in the case of drainage easements, which may change the direction of flow of water through drainage channels in such easements. The easement area of each Lot, if any, and all improvements in such area shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

ARTICLE XXXII
MAINTENANCE AND ACCESS EASEMENTS

There is hereby created in favor of all easement owners, Declarant, the Association, and their assignees, a right of ingress or egress across, over, and under the Properties for the purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to, water, sewer, telephone, electricity, gas, and appurtenances thereto, and to repair, correct, replace, or maintain any wall, fixture, light, or other structure or item constituting part of the Common Facilities or required or permitted to be maintained under the terms hereof or to correct or remove any condition prohibited under the terms hereof. Neither the Declarant nor the Architectural Review Committee nor any member of the Committee shall be liable for any damage done by any utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under or through the Properties, to fences, shrubbery, trees or flowers or other property now or hereinafter situated on, in, under, or through the Properties. No provision hereof related to placement or nature of structures or conditions on a lot, nor the approval thereof, express or implied, by the Declarant or the Committee shall affect the rights of easement owners nor enlarge the rights of Lot Owners with regard to the construction or maintenance of improvements or conditions within an easement area.

ARTICLE XXXIII
DRAINAGE EASEMENTS

Easements for drainage throughout the subdivision are reserved as shown on the Subdivision Plat, such easements being depicted thereon as "drainage easements." No Owner of any Lot in the subdivision may perform or cause to be performed any act which would alter or change the course of such drainage easements in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such easements. More specifically and without limitation, no Owner or resident of a Living Unit may:

- (1) alter, change or modify the existing natural vegetation of the drainage easements in a manner that changes the character of the original environment of such easements;
- (2) alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements, or remove trees or other vegetation therefrom without the prior written approval of the Architectural Review Committee and the City of San Antonio Drainage Engineer;
- (3) construct, erect or install a fence or other structure of any type or nature within or upon such drainage easements;
- (4) permit storage, either temporary or permanent, of any type upon or within such drainage easements;

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

The failure of any Owner to comply with the provisions of this Article shall in no event be deemed or construed to impose liability of any nature on the Architectural Review Committee and/or Declarant, and such Committee and/or Declarant shall not be charged with any affirmative duty to police, control or enforce such provisions. The drainage easements provided for in this Article shall in no way affect any other recorded easement in the subdivision.

ARTICLE XXXIV
LOT CONSOLIDATION

Any Owner owning two or more adjoining Lots or portions of two or more such Lots may, with the prior approval of the Architectural Review Committee, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein, provided, however, that no such building site shall contain less than 7,500 square feet of land. Any consolidated Lot shall comply with all lawful requirements of any applicable statute, ordinance or regulation. Upon application by an Owner, the Board of Directors may adjust the assessments on a consolidated Lot to an amount not less than the full assessment rate for a single Lot. Absent such adjustment, a consolidated Lot shall bear the full assessment rate theretofore applicable to all Lots which are consolidated.

ARTICLE XXXV
ANNEXATION

The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration, and without the consent of Members, additional properties in future stages of the development, and within ten (10) years from the date of this instrument; provided that such additions lie within the area outlined on Exhibit "A" attached hereto and incorporated herein by reference, and provided that the FHA and VA determine that the annexation is in accord with the general plan heretofore approved by them. Declarant, its successors and assigns, shall not be bound to make any additions to the Property. Any additions authorized under this section shall be made by filing of record a Declaration of Covenants, Conditions and Restrictions or similar instrument with respect to the additional property which shall extend the general scheme of the covenants and restrictions of this Declaration to such property, and the execution thereof by the Declarant shall constitute all requisite evidence of the required approval thereof. Such document may contain such complimentary additions and/or modifications of

the covenants and restrictions contained in this Declaration as may be applicable to the additional lands and are consistent with the overall development. The document may contain different classes of membership and/or land uses. In no event, however, shall any such instrument be construed so as to revoke, modify or add to the covenants established by this Declaration as they are applicable to the Property.

ARTICLE XXXVI
EXEMPT PROPERTY

All properties dedicated to, and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein, except that no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE XXXVII
ENFORCEMENT

The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be made the subject of an action for injunctive relief and/or specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

In addition to the remedies for enforcement provided for elsewhere in this Declaration, the violation of attempted violation of the provisions of this Declaration, or any amendment hereto, or of the Rules and Regulations promulgated by the Board of Directors, by an Owner, his family, guests, lessees or licensees shall authorize the Board (in the case of all of the following remedies) or any Owner (in the case of the remedies provided in (d) below), to avail itself of any one or more of the following remedies:

- (a) The imposition of a special charge not to exceed Fifty (\$50.00) Dollars per violation, or
- (b) The suspension of Owner's rights to use any Association property for a period not to exceed thirty (30) days per violation, plus attorney's fees incurred by the Association with respect to the exercise of such remedy, or

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(c) The right to cure or abate such violation, including the right to enter any Lot upon which such violation exists without liability for trespass, and to charge the expense thereof, if any, to such Owner, plus attorney's fees incurred by the Association with respect to the exercise of such remedy, or

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

Before the Board invokes the remedies provided in subparagraphs (a), (b), (c) and (d) above, it shall give written notice of such alleged violation to the Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Declarant, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

All charges assessed against an Owner shall constitute a continuing lien upon the Lot of such Owner as fully as if such charge were an unpaid annual or special assessment. The Association may bring an action at law against an Owner personally obligated to pay the same or foreclose the lien against the Lot or pursue both such remedies not mutually excluded. Interest, court and other collection costs and reasonable attorney fees shall be added to such assessment or charge. Each such Owner, by his acceptance of a deed to a Lot hereby expressly vests in the Association or its agents, the right and power to bring all such actions against an Owner personally for the collection of such charges and to enforce the aforesaid lien by all methods available for the enforcement of such liens including non-judicial foreclosure pursuant to Sect. 51.002 of the Tex. Prop. Code N., or its statutory successor provision. Such Owner hereby expressly grants to the Association the private power of sale in connection with said lien. The lien provided for in this Declaration shall be in favor of the Association and shall be for the benefit of all Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Property or abandonment of his Lot. Failure to pay for the assessment provided for herein does not constitute a default under an insured mortgage.

ARTICLE XXXVIII
AMENDMENT

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This Declaration shall remain in force and effect until January 1, 2018 which time, and on each tenth anniversary thereafter, this Declaration shall be renewed for a period of ten years unless 75% of the Owners of

the Lots shall file a written agreement to abandon same. This Declaration may be amended by written instrument executed by the Owners of sixty-seven percent (67%) or more of the Lots, provided that no amendment prior to January 1, 2018, shall be effective until approved and executed by Declarant and filed of record in the Official Public Records of Real Property of Bexar County, Texas. Notwithstanding the foregoing, Declarant shall have the right to file an amendment to this Declaration, without the necessity of joinder by any other Lot Owner, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, or removing any contradiction in the terms hereof.

ARTICLE XXXIX
MEMBERSHIP IN THE ASSOCIATION

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

ARTICLE XL
VOTING RIGHTS

The association shall have two classes of voting membership:

Class A. Class A Members shall be all those owners as defined in Article XXXIX above with the exception of Declarant and Builder members. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article XXXIX. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Members shall be Declarant and Builder Members. The Class B Members shall be entitled to four (4) votes for each Lot in which they hold the interest required by Article XXXIX above, provided that the Class B membership shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 2018.

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From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each Lot in which it holds the interest required for membership.

ARTICLE XLI
COVENANTS FOR MAINTENANCE ASSESSMENTS

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

- (a) A one-time reserve contribution of Two Hundred Dollars (\$200.00) payable at closing of the first sale of a dwelling on each Lot;
- (b) annual assessments or charges;
- (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

Each residential lot in the subdivision is also hereby made subject to an annual maintenance assessment for the purpose of creating a subdivision maintenance and improvement fund, and a capital reserve for repair and replacement fund. The annual maintenance assessment shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The initial assessment for an improved lot shall be prorated for the remainder of the calendar year in which begun if begun on other than January 1. The annual assessment for unimproved Lots shall be one-third (1/3) of the annual assessment for improved Lots. There shall be no assessment levied against the Lots owned by the Class B members. The maximum annual assessment for improved Lots and the annual assessment for unimproved Lots may be increased by vote of the Members as provided herein below.

In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment on improved Lots only, applicable to that year only, for the purpose of defraying, in

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whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the improved Lot owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all improved Lot owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

CAPITAL ASSESSMENT

DUE
TUESDAY

Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Sixty Dollars (\$360.00). Subject to the limitations stated above, the annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above that of the previous year without a vote of the membership. Any increase in the annual assessment of more than ten percent (10%) above that of a previous year shall require approval of two-thirds (2/3) vote of each class of Members voting at a meeting duly called for that purpose.

The quorum required for any action authorized hereinabove shall be as follows: At the first meeting called as provided above, the presence at the meeting of Members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

The annual assessments provided for herein shall commence as to all Lots on the date the first residence in the Properties is sold to a home buyer. When a Lot becomes an improved Lot, there shall be payable as of the date in which it becomes an improved Lot, a sum equal to the annual assessment, prorated over the balance of the year then remaining. A Lot shall be deemed to be an "improved Lot" when construction of a Living Unit thereon is completed and closing of a sale thereof has taken place, or when the Living Unit is occupied as a residence, whichever first occurs. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment.

In December of each year, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following year and shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner on reasonable notice. Written notice of the assessment shall thereupon be sent to every Owner

subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

All past due and unpaid assessments shall bear interest at the rate of eighteen percent per annum or the maximum interest allowed by law from the date due until the date paid. The Association shall be entitled to record a Notice of Lien or notice of unpaid assessment in the real property records for any assessment remaining unpaid more than thirty (30) days after the due date thereof. The Association shall be entitled to collect from each Owner the costs for the collection of any past due assessments or charges, including a reasonable fee for the preparation, recordation or release of any notice. If the Association retains an attorney to assist in the collection of an unpaid assessment, then that member's inspection of the attorney's books and records shall not be a "proper purpose" pursuant to the Texas Non-Profit Corporation Act.

ARTICLE XLII
SUBORDINATION OF THE LIEN TO MORTGAGES

The lien of the assessments provided for herein shall be subordinate to the lien of any valid purchase money or construction mortgage. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot, pursuant to such valid mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE XLIII
TITLE TO COMMON FACILITIES

Declarant may retain title to the Common Facilities until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the association is able to maintain the same, but not withstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns, that it will convey the Common Facilities to the Association, not later than one year after completion of planned improvements thereto.

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ARTICLE XLIV
ENTRY GATES

So long as Class B membership exists (and provided that it has not previously transferred its rights in this section to the Association), Declarant reserves the legal title and control over all entry gates which it may construct on or about the subdivision, as well as the authority, in its sole discretion, to determine the hours and manner of operation. Nothing in this Declaration, or any other statement of communication by Declarant or the Association, shall constitute any representation or warranty by Declarant or the association concerning the hours or manner of operation of the entry gates, nor concerning any security or safety protection which the entry gates may offer.

ARTICLE XLV
MEMBERS' EASEMENTS OF ENJOYMENT

Subject to the provisions of this Article, every Member shall have a common right and easement of enjoyment in and to the Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

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

1. The rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat.
2. The rights of the Association, once it has obtained legal title to the Common Facilities, as provided in Article XLIV above, to do the following:
 - a) to borrow money for the purpose of constructing or improving the Common Facilities and, in aid thereof, to mortgage said property and facilities, in accordance with the Articles of Incorporation and Bylaws of the Association;
 - b) to take such steps as are reasonably necessary to protect the above-described property and facilities against foreclosure;
 - c) to enter into one or more contracts or agreements for the maintenance or improvement of the Common Facilities;
 - d) to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published rules and regulations of the Association or of this Declaration;
 - e) to assess and collect the assessments provided for herein or elsewhere and to charge reasonable admission and other fees for the use of the Common Facilities; and

f) to dedicate or transfer all or any part of the Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members not voting by class.

ARTICLE XLVI
USE RESTRICTIONS AFFECTING COMMON FACILITIES AND ADJUNCT PROPERTIES

The right of use of the Common Facilities shall be strictly subject to the following:

A) No motorcycles, motorbikes, or other motorized vehicles (except those used for maintenance, repairs and upkeep of the Common Facilities) shall be permitted on any part of the drainage easements or other Common Facilities owned by the Association or Declarant. The drainage easements shall be utilized only for walking, jogging, bicycle riding and such other uses as may be approved by the Board of Directors or the Association and the Association may prohibit or limit the uses of any portion of the Common Facilities.

B) No planting or gardening by Owners shall be permitted within the Common Facilities and no fences, hedges or walls or other obstructions shall be erected or maintained upon or over the Common Facilities, except as are installed by Declarant in connection with the construction of the initial improvements thereon, or such as are subsequently approved by the Board of Directors for the Association.

C) No building or other structure of any type, including recreational structures, shall be built, placed or maintained on the Common Facilities except those constructed or placed, or permitted to be constructed or placed by Declarant or the Board of Directors of the Association.

The Board of Directors is empowered to establish additional use regulations relating to the Common Facilities as it may from time to time deem necessary to ensure the preservation and appearance of the subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, that no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this section.

ARTICLE XLVII **Book** **Vol 1** **Page**
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FHAVA APPROVAL

Absent Declarant's written waiver, then for so long as the Declarant, its successors and assigns, have a controlling vote of the Association, the following actions will require the prior approval of the Federal Housing Administration and the Veterans Administration: (a) annexation of property other than as shown on Exhibit "A"; (b) dedication of Common Area; and (c) amendment of this Declaration other than pursuant to Article XXXVIII hereof.

ARTICLE XLVIII
TITLES

The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

ARTICLE XLIX
GOVERNING LAW

Any dispute, controversy, or claim arising between the Homeowner's Association, a lot owner, a tenant in residence, or an assignee or any of these, or a dispute between lot owners, their tenants, or assignees concerning the management or administration of the Association or otherwise arising under the terms of the Declaration, the Bylaws, or Rules and Regulations of the Association shall be submitted to arbitration in accordance with the rules of the American Arbitration Association and the judgment thereby rendered shall be binding on all parties and may be presented in any court having jurisdiction of the dispute.

ARTICLE L
INTERPRETATION

If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern.

ARTICLE LI
OMISSIONS

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

ARTICLE LII
GENDER AND GRAMMAR

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

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**ARTICLE LIII
ADDITIONAL INFORMATION**

Architectural Design Guidelines for the subdivision, Rules and Regulations of the Association, and other documents and information which may affect an Owner or prospective Owner may be implemented by the ARC or the Board of Directors. Each Owner and prospective Owner is advised to carefully examine each of such documents in addition to these Restrictions to determine his rights and obligations as an Owner.

EXECUTED effective the 25 day of SEPTEMBER, 1998.

MASONWOOD ENCINO SUBDIVISION, LTD.

By: [Signature]
Jim Meredith, President
Masonwood Development Corp., General Partner

BUFFINGTON HOMES SAN ANTONIO, INC

By: [Signature]
David W. Price, Division President,
Owner of Lots 4-5, 15, 20, 23-24 in Block 1, Lots 1, 6, 35,
41 in Block 2, Lots 1, 4-5, 27-28 in Block 3

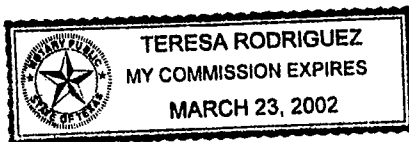
STATE OF TEXAS)
COUNTY OF BEXAR)

This instrument was acknowledged before me on the 25 day of SEPTEMBER, 1998, by Jim Meredith, President of Masonwood Development Corp., General Partner of Masonwood Encino Subdivision, Ltd., on behalf of said entity.

[Signature]
Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF BEXAR)

This instrument was acknowledged before me on the 28 day of SEPTEMBER, 1998 by David W. Price, Division President of Buffington Homes San Antonio, Inc., on behalf of said entity.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Encino Ranch Homeowners Association, Inc., c/o 1017 Central Parkway North, Suite 112, San Antonio, TX 78232-5009

LIENHOLDER'S CONSENT

The undersigned, being the sole owner and holder of an existing mortgage and lien upon and against the real property described in the foregoing Declaration and defined as the "Property" in said Declaration, as such mortgagee and lienholder, does hereby consent to and join in this Declaration.

The undersigned hereby joins in the execution of this instrument for the sole purpose of subordinating the liens held by the undersigned to all of the provisions (with the exception of Article XL of this Declaration of Restrictive Covenants and Conditions for Encino Ranch Unit 1, Planned Unit Development. Any Owner who accepts title to any of the Properties subject to this Declaration specifically acknowledges that lienholder is not a party to this Declaration except for the sole purpose of subordinating the Liens as set out above, and each Owner who accepts title to any of the Lots hereby specifically and unconditionally releases and discharges said lienholder from any claims or liability with respect to, or arising out of this instrument except as to actions which may hereafter be taken by lienholder as a successor to the interest of Declarant.

SIGNED this 14th day of September, 1998.

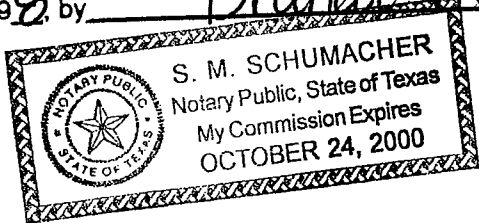
Bank United

By: Brandi Hermis

**BRANDI L. HERMIS
ASSISTANT VICE PRESIDENT**

STATE OF TEXAS)
COUNTY OF BEXAR)

The foregoing instrument was acknowledged before me on the 14th day of September, 1998, by Brandi Hermis



S.M. Schumacher
Notary Public, State of Texas

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AFTER RECORDING RETURN TO:
Encino Ranch, Planned Unit Development
c/o 1017 Central Parkway North, Suite 112
San Antonio, TX 78232-5009

SCANNED

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ENCINO RANCH, UNITS 2, 3 AND 4
PLANNED UNIT DEVELOPMENTS**

STATE OF TEXAS §

COUNTY OF BEXAR §

WHEREAS, Masonwood Encino Subdivision, Ltd., filed for record on September 28, 1998, a Declaration of Covenants, Conditions and Restrictions ("The Declaration") for Encino Ranch, Unit 1, A Planned Unit Development, a subdivision in San Antonio, Bexar County, Texas, according to the map or plat thereof recorded in Book 9539, Page 166 of the Deed and Plat Records of Bexar County, Texas ("Unit 1"); and

WHEREAS, attached to said The Declaration as Exhibit "A" was a map showing additional areas adjacent to Unit 1 which the Declarant, its successors and assigns, have the right to bring within the scheme of The Declaration as future stages of the development; and

WHEREAS, the properties adjacent to Encino Ranch Unit 1, as shown on the map above described, have now been subdivided as follows:

Encino Ranch Unit 2 (Planned Unit Development), a subdivision in Bexar County, Texas according to the map or plat thereof, recorded in Volume 9543, Page 118, Deed and Plat Records of Bexar County, Texas; ("Unit 2")

Encino Ranch Unit 3 (Planned Unit Development), a subdivision in Bexar County, Texas according to the map or plat thereof, recorded in Volume 9554, Page 1, Deed and Plat Records of Bexar County, Texas; ("Unit 3")

Encino Ranch Unit 4 (Planned Unit Development), a subdivision in Bexar County, Texas, according to the map or plat thereof, recorded in Volume 9551, Page 60, Deed and Plat Records of Bexar County, Texas; (Unit "4") and

WHEREAS, Masonwood Encino Subdivision, Ltd., conveyed all of the remaining undeveloped property within the map, together with the Declarant rights, to SA Encino, Ltd., a Texas limited partnership by deed dated December 6, 2001, recorded in Volume 9181, Page 726, Official Public Records of Real Property of Bexar County, Texas; and

WHEREAS, SA Encino, Ltd., as successor Declarant, desires, pursuant to the provisions of the Declaration, to exercise its right to bring within the scheme of The Declaration all of the properties within Encino Ranch Units 2, 3, and 4.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

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That SA Encino, Ltd., a Texas limited partnership, for and in consideration of the premises has ANNEXED and by these presents does hereby ANNEX Encino Ranch Units 2, 3, and 4 into the scheme of The Declaration so that The Declaration applies to Encino Ranch Units 1, 2, 3, and 4 and the definition in The Declaration of "Lot" defined in Article 2, Section 1, Paragraph (j), and the definition of "Properties" defined in Article 2, Section 1, Paragraph (m) are amended so as to include all of the lots in Encino Ranch Units 1, 2, 3, and 4.

Executed this 5th day of August, 2003.

SA ENCINO LTD.

By WOBE Corporation
General Partner

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 herein by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

SEP 05 2003



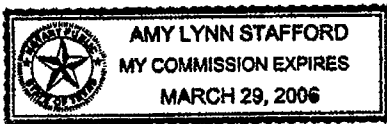
Serry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

By: *[Signature]*
Larry L. Aiken, President

STATE OF TEXAS }

COUNTY OF TEXAS }

This instrument was acknowledged before me on this 5th day of August, 2003, by Larry L. Aiken, President of WOBE Corporation, General Partner of SA Encino Ltd., on behalf of said entity.



[Signature]
Notary Public, State of Texas

Doc# 20030230809
Pages 2
09/05/2003 02:16:35 PM
Filed & Recorded in
Official Records of
BEXAR COUNTY
BERRY RICKHOFF
COUNTY CLERK
Fees \$16.00