

DECLARATION OF RESTRICTIVE COVENANTS FOR
THE GREENS AT LINCOLN HEIGHTS UNIT 1
PLANNED UNIT DEVELOPMENT

34- 0047084

THE STATE OF TEXAS §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

THAT, LINCOLN HEIGHTS UNIT NO. 5, LTD., a Texas limited partnership ("Declarant"), being the owner of all of the lots situated within that certain subdivision known as The Greens at Lincoln Heights Unit 1, according to the plat of said subdivision recorded in Volume 9527, Page 175 of the Deed and Plat Records of Bexar County, Texas (hereinafter called "the subdivision"), joined herein by The Greens at Lincoln Heights Homeowners Association and Alamo Park, Inc., for the purposes, consideration, and conditioned, as hereinafter set forth, and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the subdivision, does hereby adopt and establish the following restrictions and covenants to run with the land and to apply to the use, occupancy, and conveyance of the 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 restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I

PURPOSE

The Land is encumbered by these Restrictions 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 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 investment made by owners of Lots (as hereinafter defined).

Due to the proximity of the subdivision to certain other established residential communities and subdivisions located within the City of San Antonio and the City of Alamo Heights and the direct identification of the subdivision with those components of the San Antonio metropolitan area, this Declaration and the standards, covenants and restrictions set forth herein are established to reinforce and support the strong architectural relationship with such other residential communities and subdivisions located within the City of San Antonio and the City of Alamo Heights. This relationship shall be implemented by Architectural Design Guidelines to be promulgated by the Architectural Control Committee and by said committee's requirements for architectural forms, building scales, architectural style, design character, building placement, exterior building materials, roof shapes, and planting material and placement which are consistent with the overall aesthetic character of such other residential communities and subdivisions located within the City of San Antonio and the City of Alamo Heights and consistent with the Architectural Design Guidelines of The Greens at Lincoln Heights Unit 1, and these Restrictions.

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This subdivision is a portion of Lincoln Heights (as hereinafter defined) and was previously impressed with the following restrictive covenants: (i) that certain Declaration of Master Covenants, Conditions and Restrictions of Lincoln Heights recorded in Volume 3780, Page 2008 of the Official Public Records of Real Property of Bexar County, Texas, as thereafter amended from time to time, (ii) that certain Additional Declaration of Master Covenants, Conditions and Restrictions of Lincoln Heights, Bexar County, Texas, recorded in Volume 5392, Page 657 of the Official Public Records of Real Property of Bexar county, Texas, (iii) that certain Resignation and Assignment of Declarant Rights recorded in Volume 5392, Page 940 of the Official Public Records of Real Property of Bexar County, Texas, and (iv) that certain Amendment to Declaration of Master Covenants, Conditions and Restrictions of Lincoln Heights, Bexar County, Texas recorded in Volume 5470, Page 1260 of the Official Public Records of Real Property of Bexar County, Texas (the foregoing documents described in subparagraphs (1) through (iv) above being herein referred to as the "Existing Covenants"). As to the herein described property known as The Greens at Lincoln Heights Unit 1, this Declaration shall be supplemental to and in addition to the Existing Covenants, and the terms, provisions, restrictions, covenants, and other matters set forth in the Existing Covenants shall continue to be applicable to the herein described property known as The Greens at Lincoln Heights Unit 1. In no event, however, shall this Declaration be construed to amend or affect in any manner the Existing Covenants as to any other property therein described or depicted except for The Greens at Lincoln Heights, Unit 1.

The Greens at Lincoln Heights Homeowners Association has been incorporated as a Texas non-profit corporation for the purpose of administering certain common facilities of The Greens at Lincoln Heights Unit 1 Subdivision and such additional properties, if any, as may be brought within its jurisdiction and power of assessment through annexation. Declarant desires, and hereby declares, that all lots within the Subdivision shall hereafter be held, owned, transferred, and conveyed subject to the jurisdiction and powers of assessment of The Greens at Lincoln Heights Homeowners Association and by The Lincoln Heights Association and shall be subject to all of the covenants, conditions, and restrictions herein contained which shall run with and bind the ownership of the land.

ARTICLE II

DEFINITIONS

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

(a) "Association" shall mean and refer to THE GREENS AT LINCOLN HEIGHTS HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, its successors and assigns as provided for herein.

(b) "Properties" shall mean and refer to the above described properties known as The Greens at Lincoln Heights Unit 1 and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.

(c) "Common Areas" and "Common Facilities" shall mean and refer to all property and improvements leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. These will include the private streets/safety lanes within the Subdivision, entry gate and guardhouse, boulevards, entry wall and signage, drainage ways and easements, greenbelts, irrigation systems, landscaping, and other areas and items.

(d) "Lot" shall mean and refer to any of the plots of land numbered Lots 2-18, and 47-56, Block 1, NCB 18035; Lots 1-7, Block

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2, NCB 18376; Lots 1-6 and 13, Block 3, NCB 18377; Lots 1 and 18, Block 4, NCB 18378; and Lot 1, Block 5, NCB 18379; in the City of San Antonio, according to plat thereof recorded in Volume 9527, Page 175, Deed and Plat Records of Bexar County, Texas.

(e) "Golf Course Lots" shall mean each of Lots 3-17, Block 1, NCB 18035 inclusive, of the subdivision as shown on the Subdivision Plat, those being the Lots adjoining The Quarry at Lincoln Heights Golf Course ("the Golf Course");

(f) "Subdivision Plat" shall mean and refer to the map or plat of The Greens at Lincoln Heights Unit 1, filed for record in Volume 9527, Page 175, 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.

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

(h) "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.

(i) "Member" shall mean and refer to all those owners who are members of the Association as provided herein.

(j) "Declarant" shall mean and refer to Lincoln Heights Unit 5, Ltd., its successors or assigns, provided that any assignment or partial assignment of Declarant's rights shall be in writing and shall specifically reference the intention to assign Declarant's rights hereunder.

(k) "Committee" and "Architectural Control Committee" or "ACC" shall mean and refer to the committee created hereinafter, subject to the provisions herein, by Declarant.

(l) "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 By-Laws of the Association.

(m) "Lincoln Heights" shall mean the real property depicted on the Lincoln Heights Master Plan and described in Exhibit A of the Existing Covenants and any additional real property which is added to the Existing Covenants pursuant to Section 2.03 thereof, but upon the filing of this Declaration, shall exclude the Properties the subject of this Declaration.

(n) "Lincoln Heights ACC" shall mean the Architectural Control Committee established pursuant to Article V of the Existing Covenants.

(o) "Lincoln Heights Articles" shall mean the Articles of Incorporation of Lincoln Heights Association, as they may, from time to time, be amended.

(p) "Lincoln Heights Association" shall mean Lincoln Heights Association, a Texas nonprofit corporation, its successors and assigns.

(q) "Lincoln Heights Board" shall mean the Board of Directors of Lincoln Heights Association.

(r) "Lincoln Heights Bylaws" shall mean the Bylaws of Lincoln Heights Association, as they may, from time to time, be amended.

(s) "Lincoln Heights Declarant" shall mean Alamo Park, Inc. ("Alamo Park"). Wherever the term Lincoln Heights Declarant is used herein it shall always be deemed to include any person or

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entity to which Lincoln Heights Declarant may assign its rights and privileges, duties and obligations hereunder; but only to the extent specifically so identified by an instrument in writing executed and recorded by Lincoln Heights Declarant.

(t) "Lincoln Heights Owner" shall mean an "Owner" as defined in the Existing Covenants. An Owner (as defined herein) shall not have the rights and privileges of a Lincoln Heights Owner as defined and set forth in the Existing Covenants, and as such shall not have any of the voting rights of a Lincoln Heights Owner as set forth in the existing Covenants, and shall not be a member of the Lincoln Heights Association. However, an Owner (as defined herein) shall be a "Residential Owner" as defined in the Existing Covenants.

(u) "Parcels" shall mean each of the areas designated as 1 through 14 on Exhibit B-1 of the Lincoln Heights Master Plan (as hereinafter defined).

(v) "Right-of-Way" shall mean or refer to each of those areas designated on Exhibit B-1 of the Lincoln Heights Master Plan and each final subdivision plat applicable thereto which are designated as such and dedicated to the public for vehicular access throughout Lincoln Heights.

(w) "Lincoln Heights Master Plan" shall mean a master plan (which includes the Properties) developed and revised from time to time by Lincoln Heights Declarant, which illustrates the approximate location of Parcels, streets, easements, common areas, greenbelts; Rights-of-Way, certain existing and proposed Improvements, building setback lines, height restrictions and such other features of Lincoln Heights and the Properties as Lincoln Heights Declarant may include thereon. The Lincoln Heights Master Plan may be amended from time to time pursuant to the provisions of Section 2.03 of the Existing Covenants. The Lincoln Heights Master Plan may be obtained from the Lincoln Heights ACC.

(x) "Architectural Design Guidelines" and "ADG" shall mean that document entitled Architectural Design Guidelines promulgated by the Architectural Control Committee for Subdivision. The ADG is subject to amendment from time to time and may include landscaping and other requirements and details not strictly related to architectural matters or features. Each prospective owner should obtain a copy of the ADG prior to contracting for the purchase of a Lot and each Owner and prospective contractor should obtain a copy of the ADG prior to contracting for the construction of any improvements on a Lot and prior to the start of such construction.

ARTICLE III

USE

All Lots in the subdivision shall be used for single family residential purposes only.

No Owner shall occupy or use his Lot or any improvements constructed thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guests and tenants. During the construction and sales period of the initial Living Units, the builder may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to, a business office, storage areas, sign, model units, and sales office.

No building material of any kind shall be placed or stored upon any Lot until the Owner thereof is ready to commence improvements, and then the material shall be placed within the property lines of the Lot upon which the improvements are erected and shall not be placed on the street.

All temporary construction and sales structures shall be aesthetically compatible with Lincoln Heights, as determined by the Committee, and may only be located within the Properties for a period not exceeding one (1) year.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

There is hereby created an Architectural Control Committee, initially composed of William E. Powell, Lloyd A. Denton, Jr., and Steve Davis, 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. A vacancy on the Committee shall be filled by Declarant. Subject to the terms hereinafter set forth, Declarant shall have the right to add members to the Committee and fill vacancies in the Committee membership.

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 that may be vague, indefinite, uncertain or capable of more than one construction. 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 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 Control Committee shall have the power to halt such work through legal means, the first step in which shall be legal notice to the non-complying Owner of the property, and to require the resolution of such non-compliance prior to continuation of construction. In addition, a final inspection and Certificate of Occupancy issued by the City of San Antonio shall be required prior to occupancy of the premises restricted hereby. The Architectural Control Committee shall not be entitled to any compensation for services rendered pursuant to this covenant.

The Architectural Control Committee shall have the right, but not the obligation, to grant variances and waivers relative to minor deviations and infractions of this Declaration. Moreover, any variance, release or waiver of any restriction or the granting of any exception to any of the restrictions or covenants set forth herein shall, to be effective, also be subject to the prior written approval of the Lincoln Heights ACC.

No building, fence, or other structure 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 materials, for such building, fence or other structure, a site plan showing a tree survey for all trees greater than four inches (4") in diameter, a landscape plan (with plant list) which includes sprinkler plans and drip irrigation plans, and which shows the location of such building, fence or other structure shall have been approved in writing by the Architectural Control 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.

The Architectural Control Committee shall be duly constituted for the entire period of duration of this Declaration. Any members of the Committee other than William E. Powell, Lloyd A. Denton, Jr., or Steve Davis, shall be subject to the prior written approval of Lincoln Heights ACC. Following the completion of construction of a residence on every Lot, the Board of Directors shall have the right to appoint the Committee members.

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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 twelve (12) months after construction has commenced. Temporary use may be made of a house by Declarant for a sales office, which shall be permitted until such house is sold, not to exceed thirty-six (36) months in total from time of completion.

All garages shall be large enough to accommodate under roof a minimum of two (2) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. Open car ports are not permitted, unless special design circumstances warrant their use, in which case permission must be obtained in writing from the Architectural Control Committee.

The term "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, hospital, clinic and/or professional uses, and such excluded uses are hereby expressly prohibited. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants or allowing domestic servants to be domiciled with an Owner or resident.

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. All such outbuildings shall be subject to approval of the Architectural Control 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 residential buildings shall be constructed with masonry or masonry veneer for at least 75% of the total exterior wall area. Window and door openings shall be included as masonry. Notwithstanding the foregoing, the Architectural Control 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, dimensional design or material, and the resulting structure will not detract from the general appearance of the neighborhood. Roofing shall be either composition shingle, tile, fiberglass, or metal as approved by the Architectural Control Committee. Wall materials shall be subject to approval by the Architectural Control Committee. Wall materials used on all Lots shall be restricted to those types and colors of bricks approved by the Architectural Control Committee.

ARTICLE VIII

FENCES AND WALLS

No fence or wall shall be built or maintained forward of the front wall line, nor any hedge planted 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 Control Committee.

Fences will be of the following design:

A. Golf Course Lots:

1. At, or prior to, the commencement of construction, owner shall install a six foot, green chain link construction fence to secure the construction site from the golf course.
2. At or prior to occupancy, the following rear fence shall be installed on Golf Course Lots to replace the temporary, construction fence described above:
 - (a) Five feet in height;
 - (b) Combination of metal or iron bars with rock columns per Exhibits "A", "B", and "C" attached hereto; and
 - (c) To be constructed so that all rear fences along the Golf Course have a singular, homogeneous appearance when viewed from the Golf Course.

B. At, or prior to, occupancy of any dwelling the following fences will be installed.

1. Rear fences (other than Golf Course Lots);
2. Side yard fences on all Lots; and
3. Fences separating front yards from back yards.

C. Fences enumerated in Section B., above, will be constructed to the following specifications:

1. Six feet in height;
2. Consisting of the following material:
 - (a) Rock columns per Exhibit "D";
 - (b) 1" X 4" X 6' Cedar;
 - (c) 2" X 4" top rail with 2" X 6" cap per Exhibit "D";
3. Shall transition from 6' to the five (5') foot fence on the Golf Course per the inset detail on Exhibit "C"; and
4. Shall screen all garbage receptacle, HVAC equipment, storage bins, etc., from view from the street or from the Golf Course.

D. Interior fences not visible from the Golf Course, the street, or the ground floor of any other dwelling may be of a design of the Owner's choosing.

Notwithstanding the foregoing, the Architectural Control 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. Also, except as noted for Golf Course Lots, unless otherwise specified herein or by variance, all fences must be six feet (6') in height. Chain link fences will only be allowed inside back yards, where they are not visible above the six foot privacy perimeter fence or from an adjoining street.

No fence, wall, or 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 curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the curb lines into the street, or in the

case of a rounded property corner, from the intersection of the street line extended. No structures or landscape material over three and one-half feet (3-1/2') tall shall be allowed in this inscribed triangle.

ARTICLE IX

DRIVEWAYS AND SIDEWALKS

Driveways on each residential Lot must be constructed of pebble finish or stamped concrete or brick pavers. All sidewalks shall be four feet (4') wide behind the curb and shall use a pebble finish. Location, design and any decorative surface must be approved by the Architectural Control Committee. The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. Driveways and sidewalks must be shown on the site plan submitted for approval of the Architectural Committee. Asphalt driveways and sidewalks are specifically prohibited.

Absent written approval by the ACC, only one driveway access point shall be permitted for each Lot. Sidewalks shall be constructed on each Lot concurrent with the construction of the residence thereon and located as approved or directed by the ACC.

ARTICLE X

TEMPORARY STRUCTURES

No structure of a temporary character (sales structure, trailer, tent, shack, garage, barn or other outbuildings) shall be used on any Lot at any time for storage or as a residence, either temporarily or permanently. No 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.

ARTICLE XI

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. Signs used by the developer to advertise the property during the construction and sales period shall be permitted, irrespective of the foregoing. Signs advertising subcontractors or suppliers are specifically prohibited. The sign may state only the name and phone number of the seller and/or their agent. The Architectural Control Committee shall have control over all verbiage on all signs. Except for sale or rental signs adhering to the standards of the first sentence of this Article.

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ARTICLE XII

MAINTENANCE

Grass, weeds and vegetation on each Lot sold 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.

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 the same is necessary in its judgement, 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.

The Association shall be responsible for maintaining the subdivision wall/monument, front and rear fences, and parkway and landscaping described in Article XXI hereof.

ARTICLE XIII

LANDSCAPING

All front yard, back yard, and side yard areas, including landscaped areas, must be graded for positive drainage at a minimum slope of two percent (2.0%). All non-landscaped yards areas must be sodded. Decorative ground cover rock in the front and side yard may not exceed ten (10) percent of the total area of the front and side yard. All Lots must have a minimum total of two (2) oak, cedar-elm, bald cypress, pecan, or mountain laurel, each of which must be at least four (4) inches in diameter and at least ten (10) feet in height, between the front set back line and the front sidewalk. If such requirement is not met naturally on the Lot, the Owner must plant such within sixty (60) days of occupancy of the Living Unit.

Owners are encouraged to use plants, trees, and grasses that require minimum water and to use water efficient watering systems to minimize the amount of water applied to landscaping.

A variance may be granted by the Architectural Control Committee with respect to the irrigation requirement if the proposed landscape plan is of a Xeriscape design and such design is determined by the Architectural Control Committee to be consistent and compatible with the design character of adjacent Lots.

ARTICLE XIV

VEHICLES

No trailer, motor home, tent, boat, recreational vehicle, travel trailer, 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 front yard in front of the building line of the permanent structure nor shall be kept, parked, stored or maintained on other portions of the Lot, unless they are in an enclosed structure or in a screened area which prevents the view thereof from adjacent Lots and streets and the Golf Course, for a period more than twenty-four (24) hours. 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. No vehicles with commercial insignia or names shall be parked on any Lot except within an enclosed structure or screened area which prevents such view thereof from adjacent Lots and streets and the Golf Course, unless such vehicle is temporarily parked for the purpose of servicing such Lot.

Off street parking shall be provided by the Owner of each Living Unit for all such vehicles in a location screened from view from the street and from the other Lots. On street parking, except by visitors, is prohibited.

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 Control 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 XV

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 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 receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day.

It shall be the duty of each Owner to preserve the condition of surrounding property during the construction of each residence on any Lot. No grading, dumping, disposal of trash, driving of vehicles or equipment operation or other activities shall be permitted to overlap or encroach on neighboring Lots or the greenbelts or other Common Areas. No materials shall be dumped or stored in any street, greenbelt, or other Common Area. No excavation in any street or greenbelt shall be done without written permission from the Association.

During the construction of each residence, each builder shall have on the job site a sanitary, portable toilet, which shall be placed no nearer than thirty-five (35) feet to a street or neighboring residence. These toilets may not be placed in the back yard of Golf Course Lots. These toilets shall be serviced regularly and removed promptly once plumbing in the home becomes operational. Additionally, during construction of each residence, each builder shall maintain on one of his Lots under construction,

a metal trash bin of not less than twenty (20) cubic yard capacity, and all refuse or waste material generated from such builder's construction shall be placed therein and picked up for disposal on a regular basis. It shall be the duty of all Owners and their builders to prevent trash from their activities from finding a resting place on the Golf Course or the property of others, and any trash for any reason placed, moved, dumped or blown by wind onto neighboring lots, greenbelts, open areas or streets shall be promptly retrieved and placed in the collection facility herein required. All dumpster bins shall be screened from view from the Golf Course and no such bin shall be located within twenty-five (25) feet of the Golf Course.

No lumber, gravel, bricks, sand, dirt or other material of any nature shall be placed or stored on the streets, safety lanes, greenbelts, open areas or adjoining property, nor within twenty-five (25) feet of the Golf Course, nor shall tractors, graders, ditching machines or other machinery be parked or placed on said areas without express written permission from the owner thereof received in advance.

ARTICLE XVI

PETS

No animals, livestock, or poultry of any kind or birds of any kind shall be raised, bred or kept on any Lot except for cats, dogs or other generally recognized household pets (specifically excluding swine) 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. For the purposes hereof an "adult animal" is defined as an animal over one year in age.

All animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Architectural Control 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.

ARTICLE XVII

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 Lots above the surface of the ground.

ARTICLE XVIII

WATER AND SEWAGE SYSTEMS

No individual water supply system or sewage disposal system shall be permitted on any Lot, including, but not limited to, water wells, cesspools or septic tanks.

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ARTICLE XIX

RADIO OR TV ANTENNA AND SOLAR COLLECTORS

No radio, citizen band or otherwise, or television aerial wires or antennas shall be maintained on any portion of any Lot, except those which are fully enclosed within the structure of the Living Unit. No microwave dishes, antennas, receivers, or transmitters shall be placed on any Lot without the prior written approval of the Architectural Control Committee. Solar apparatus, if used, must be installed in a location not visible from the street, any Rights-of-Way or other Parcels or portions thereof, and must be approved by the Architectural Control Committee before erection.

ARTICLE XX

UTILITY 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. Neither Declarant nor any utility company using the easements herein or referred to shall be liable for any damage done by them or their assigns, agents, employees or servants to shrubbery, streets or flowers or other property of the Owners situated on the land covered by said easements.

ARTICLE XXI

MAINTENANCE AND ACCESS EASEMENTS

There is hereby created and reserved to Declarant, the Association, and their respective assigns, a right of ingress and egress across, over, and under each Lot 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.

There is hereby created in favor of the 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 construct, reconstruct, repair, correct, replace, or maintain any wall, fixture, light, or other structure or item required to be constructed or maintained under the terms hereof or to correct or remove any condition prohibited to be maintained under the terms hereof. Such easements specifically include, but are not limited to, the right of Declarant and the Association to enter upon any or all of the Golf Course Lots and to construct, reconstruct, repair, maintain, or correct any fence required to be constructed and maintained thereon under the terms of Article VIII hereof, all at the expense of the Owner thereof.

ARTICLE XXII

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 Control 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; or

(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.

A copy of the grading plan for the Properties is attached hereto as Exhibit "E". All sodded, grassy, and landscaped areas shall be graded to a minimum slope of two percent (2.0%). The original grading plan is maintained by Declarant at its offices. By acceptance of a deed to any Lot, each Owner covenants and agrees to ensure such Lot is graded and maintained in accordance with the grading plan and that the drainage of such Lot is maintained in accordance with the grading plan. The Grading Plan reflects a swale on each Lot essential to proper drainage within the Subdivision and each Owner is cautioned to ensure that such swale is maintained in strict accordance with Exhibit "E".

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 Control 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 XXIII

ATHLETIC FACILITIES

Tennis court lighting and fencing shall be allowed with the approval of the Architectural Control Committee. No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be placed within twenty feet (20') from the front property line of any Lot in the subdivision or within view of the Golf Course without the prior written consent of the Architectural Control Committee.

ARTICLE XXIV

GARAGES

A garage (with automatic garage door openers) able to accommodate at least two (2) full-sized automobiles must be constructed and maintained for each Living Unit. Each driveway must accommodate 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. No rear loading garages shall be permitted on the Golf Course Lots.

ARTICLE XXV

MAXIMUM HEIGHT

No building or structure erected, altered or placed on, within or in the Properties shall exceed thirty-eight feet (38') 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 time, be complied with.

ARTICLE XXVI

MINIMUM AREA

The main residence building of each residence constructed on a Lot shall contain a minimum of two thousand (2000) square feet of contiguous living space, such size requirement 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.

ARTICLE XXVII

BUILDING SETBACKS

Front setback for all Lots shall be twenty feet (20') for all structures. The minimum rear setback line for residences and garages shall be twenty-five feet (25'). No structure of any kind, including swimming pools, shall be built within twelve feet (12') of the rear property line on Lots other than Golf Course Lots. No structure of any kind, including swimming pools, shall be built within fifteen feet (15') of the rear property line on Golf Course Lots. Any proposed pool, deck, or hot tub to be located neared than twenty-five feet (25') to the rear property line of a Golf Course Lot shall require the prior written approval of the Architectural Control Committee and no pool, deck, or hot tub on a Golf Course Lot shall extend above the ground more than three feet.

Sideyards shall be a minimum of five feet (5') on the average on each side unless otherwise approved by the Committee.

All Living Units and other improvements shall be located within the Building Setback Lines established pursuant to the Subdivision Plat and as provided in this Declaration and the Architectural Design Guidelines ("ADG").

Any proposed improvements or encroachments into the Building Setbacks as set forth above must first be approved in writing as a variance by the Architectural Control Committee.

ARTICLE XXVIII

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 Control 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

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than nine thousand five hundred (9500) square feet of land and that the building site resulting from such consolidation shall meet all lawful requirements of any applicable statute, ordinance or regulation. Each consolidated building site approved in advance of consolidation by the ACC shall thereafter be subject to assessment as a single Lot, whether or not replatted as such.

ARTICLE XXIX

ADDITIONS

Declarant may bring within the scheme of this Declaration additional properties through the execution and filing of a supplementary Declaration of Restrictions, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The supplementary Declaration may contain such modifications as are necessary to reflect the different character of the added properties.

ARTICLE XXX

ENFORCEMENT

Except for matters related to the Architectural Control Committee as previously described, if the Owner of any Lot, or its heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association or Declarant, or if the Association or Declarant shall fail to do so after sixty (60) days written notice from a person owning any Lot encumbered by this Declaration, then for any such Owner to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. 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 enjoined by an action for 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. The Association shall have the right to establish, impose, and charge (1) interest on unpaid amounts due it within the maximum rate permitted by law, (2) late fees for unpaid amounts due it, (3) a reasonable charge for the preparation and filing of any lien affidavit or notice of unpaid assessment or amount, and shall have the right to be reimbursed for any out of pocket expense the responsibility of an Owner or caused by an Owner, such as (but not limited to) returned check charges, cost of cure of Owner's default, and repair of damage to Common Facilities caused by an Owner of his family members.

ARTICLE XXXI

AMENDMENT

This Declaration may be amended by written instrument executed by eighty percent (80%) or more of the Lot owners, provided that no amendment prior to January 1, 2003, shall be effective until approved and executed by Declarant and by Lincoln Heights Declarant and filed of record in the Official Public Records of Real Property of Bexar County, Texas.

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ARTICLE XXXII

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 XXXIII

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 XXXII above with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article XXXII. 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 Member shall be Declarant. The Class B Member shall be entitled to three votes for each Lot in which it holds the interest required by Article XXXII 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, 2003.

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 under Article XXXII above.

ARTICLE XXXIV

COVENANTS FOR MAINTENANCE ASSESSMENTS

1. General Provisions. 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: (1) annual assessments or charges and (2) 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 against which each such assessment is made. Each such assessment, 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.

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The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the Members.

The annual assessment for both improved and unimproved Lots 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 annual assessment for unimproved Lots shall be one-fourth (1/4) the annual assessment for improved Lots. The maximum annual assessment for improved Lots and annual assessments for unimproved Lots may be increased by vote of the Members as provided hereinbelow. 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.

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 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.

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 a 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 of 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 first day of month following the conveyance of the first Lot by Declarant, unless a different date shall be established by resolution of the Board of Directors of the Association. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment provided for above as the remaining number of months in that year bear to twelve. When a Lot becomes an improved Lot, there shall be payable as of the first day of the month following the month when it becomes an improved Lot a sum equal to the difference between the annual assessment for unimproved Lots and the annual assessment for improved Lots, prorated over the

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balance of the year then remaining. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment.

Prior to January 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 a 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.

2. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein and in Article XXXV hereof shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or conveyance in satisfaction of a mortgage debt. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

ARTICLE XXXV

MEMBERSHIP IN LINCOLN HEIGHTS ASSOCIATION

Each Owner, in addition to being a Member of the Association, shall also be deemed a "Residential Owner" (as defined in the Existing Covenants). Each Owner, in addition to being responsible for the payment of the assessments provided for in this Declaration, shall also be responsible for paying the Residential Assessments (as defined in the Existing Covenants). Each owner is advised that as of the date of recording of the Declaration, the amount of the annual Residential Assessments is \$35.00 per lot, and that such amount is subject to increase by up to ten percent (10%) per year. Reference is made to the fact that an Owner shall not be obligated to pay the Regular Assessments (as defined in the Existing Covenants) or the Capital Improvement Assessments (as defined in the Existing Covenants). Reference is also made to the fact that the amount of the Residential Assessments is significantly less than the amount of the Regular Assessments and the Capital Improvement Assessments. In exchange for such reduced Residential Assessments, each Owner understands and recognizes that such Owner shall not be a member of the Lincoln Heights Association, and shall not have any voting rights with respect to the Lincoln Heights Association, or otherwise under the Existing Covenants. However, the Association (as defined herein) acting through its Board of Directors, shall be a Class A Member of the Lincoln Heights Association and shall be entitled to one vote per Lot in the Properties.

ARTICLE XXXVI

GOVERNMENTAL REQUIREMENTS

Section 1. Owner's Acknowledgment. The Properties and Lots are subject to the rules and regulations of agencies of the State of Texas, including the Texas Natural Resources Commission (TNRC), governing the use of said land, in addition to any ordinances, statutes, or regulations affecting the Properties enacted by other

governmental authorities. Owners are advised to ascertain all such requirements and prohibitions with respect to Lots and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action by the Declarant, Committee, or Association shall act to relieve an Owner from such duty of compliance.

Section 2. Additional Obligations. By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each Owner and its contractors assume responsibility for complying with all certifications, permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits, including, but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (see Federal Register, Volume 57, No. 175, Pages 41176 et seq.), and with the responsibility of ascertaining and complying with all regulations, rules, rulings, and determinations of the TNRC, related to each Lot, including, without limitation, the provisions of chapters 325 and 331, Texas Administrative Code, and any specific rulings made pursuant to the terms thereof. The foregoing references are made for the benefit of all Owners and their contractors and do not in way limit the terms and requirements of this covenant and the requirement that all Owners and contractors comply with all governmental regulations, and any plan required by such regulations such as a Storm Water Pollution Plan, affecting each Lot and construction site with which they are associated, including delivery to Declarant of a certification of understanding relating to any applicable NPDES permit prior to the start of construction. Each Owner and contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarant for all costs, loss, or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties.

Section 3. Remedies of Declarant and the Association. By acceptance of a deed to a Lot, each Owner agrees that Declarant and the Association shall have the right to enter upon any Lot on which one or more conditions or activities prohibited by appropriate governmental authority is maintained, or on which there has been a failure to perform any act required by appropriate governmental authority, for the purpose of curing any such violation, provided that the Owner has been given five days prior written notice and has failed to remedy the complained of violation within such time, and each such Owner indemnifies and holds harmless Declarant and the Association from all cost and expense of such curative action and any cost or expense of penalty or fine levied by any governmental authority as a result of the act or failure to act of the Owner with respect to his Lot or the Properties. The foregoing remedy shall be cumulative of all other remedies for violations of provisions of these covenants.

ARTICLE XXXVII

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 XXXVIII

GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO

ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HEREWITH
SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN
BEXAR COUNTY, TEXAS.

ARTICLE XXXIX

INTERPRETATION

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

ARTICLE XL

OMISSIONS

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration 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 XLI

NO PARTNERSHIP

The signatories hereto expressly stipulate and agree that nothing contained herein or in any document executed in connection herewith or referenced herein will be construed as making any of the parties hereto joint venturers or partners. In no event will Lincoln Heights Declarant, Lincoln Heights ACC, or Lincoln Heights Association have any obligation or liability whatsoever with respect to any debts, obligations, or liabilities of Declarant, the Association, the ACC, or any Owners.

ARTICLE XLII

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.

ARTICLE XLIII

REVIEW AND SUBMITTAL PROCEDURES

Attached hereto as Exhibit "F" and incorporated herein by reference for all purposes are the Required Submittal and Review Procedures for all Lots and improvements within the subdivision. By acceptance of a deed to any Lot, each Owner covenants and agrees to comply fully with all of the terms and provisions in said Exhibit "F."

ARTICLE XLIV

DEFAULT PROVISIONS

In the event Lincoln Heights Declarant or Lincoln Heights Association determines that an Event of Default, as below defined,

has occurred, and the same shall not be cured within ten days of receipt of notice thereof, then in such event Lincoln Heights Declarant and/or Lincoln Heights Association shall be entitled to exercise any or all of the remedies set forth below either in addition to any other remedy to which they, or either of them, may be entitled under the law.

An "Event of Default" shall be deemed to occur upon the happening of any of the following:

(a) The articles of incorporation or bylaws of the Association shall be revoked without prior notice to Lincoln Heights Declarant and written consent of Lincoln Heights Declarant.

(b) The Association or Declarant shall fail to enforce any of the terms or provisions of this Declaration or the Architectural Design Guidelines, including, but not limited to a failure to correct an existing violation of the terms hereof;

(c) These Restrictions are amended without the prior written consent of the Lincoln Heights Declarant.

Upon an Event of Default, Lincoln Heights Declarant and/or Lincoln Heights Association shall be entitled to enforce any and all provisions contained within this Declaration. For the purpose of this paragraph, the Association reserves, for the benefit of Lincoln Heights Declarant and the Lincoln Heights Association, a right of entry upon all Dedicated Rights-of-Way, Greenbelts, Common Areas, Public Areas, Lots or property owned by Declarant within or adjoining the Subdivision.

Failure by the Lincoln Heights Declarant or Lincoln Heights Association to enforce any covenant or condition contained herein for any period of time will in no event be deemed a waiver or estoppel of the right to enforce the same thereafter.

ARTICLE XLV

ANNEXATION

Until January 1, 2003, Declarant, its successors and assigns, shall have the right to annex to the jurisdiction and control of the Association, any or all of that certain tract containing 15.65 acres, more or less, described in that certain Memorandum of Option recorded in Volume 5917, Page 620 of the Real Property Records of Bexar County, Texas, without necessity of approval or consent of the Association or any other party by recording an instrument in the Real Property Records of Bexar County, Texas evidencing such election to annex and either implementing a scheme of restrictive covenants and conditions applicable to such property so annexed which substantially conforms to this instrument.

ARTICLE XLVI

DISCLAIMER AS TO GOLF COURSE LOTS

By acceptance of a deed to any Golf Course Lot, the Owner stipulates that he irrevocably holds harmless Declarant, its partners, successors, and assigns, Lincoln Heights Declarant, its successors and assigns, and The Quarry Golf Course, its successors and assigns, from any and all physical injury, property damage, or trespass claim or damage, in any way related or incident to the operation of a golf course on adjacent or nearby property, including, but not limited to, damage caused by golf balls, whether the same be by errant flight paths or otherwise, trespassing

golfers or their guests, or golf course employees or contractors, or from any other cause whatsoever.

ARTICLE XLVII

ADDITIONAL INFORMATION

1. Additional Documents. Declarant, Committee, Association and each Owner hereby acknowledge and agree that by reference herein to the Lincoln Heights Articles, Lincoln Heights Bylaws, Lincoln Heights Architectural Design Guidelines, Rules and Regulations, and the Existing Covenants, such documents form an integral part of these Restrictions. These documents are available upon request from the Lincoln Heights Association at its principal offices located in San Antonio, Texas. The Lincoln Heights Master Plan, as well as the Lincoln Heights Architectural Design Guidelines, Rules and Regulations, Lincoln Heights Articles, and Lincoln Heights Bylaws may be amended from time to time. To the extent the provisions of such documents are referenced herein, such provisions, as may be amended, shall be applicable to the subdivision, Declarant, Committee, Association, and each Owner and should be carefully examined in addition to these Restrictions.

2. Entry Gate. Absent Declarant's written consent to the contrary, the Subdivision entry gate shall be kept open to the public during daylight hours until three months following the conveyance of the last Lot owned by Declarant within the Properties and future phases of development annexed to the jurisdiction of the Association. This right of entry is to ensure access to Lots by prospective new home purchasers.

EXECUTED effective the 10th day of January, 1994.

LINCOLN HEIGHTS UNIT NO. 5, LTD.

By Bitterblue, Inc., General Partner

BY: [Signature]
Lloyd A. Denton, Jr.
President

THE GREENS AT LINCOLN HEIGHTS
HOMEOWNERS ASSOCIATION

BY: [Signature]
Lloyd A. Denton, Jr., President

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 10th day of January, 1994, by Lloyd A. Denton, Jr., President of Bitterblue, Inc., a Texas corporation, General Partner of LINCOLN HEIGHTS UNIT NO. 5, LTD., a Texas limited partnership, on behalf of said corporation and partnership.



[Signature]
Notary Public, State of Texas

816 866 101

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 10th day of January, 1994, by Lloyd A. Denton, Jr., President of The Greens at Lincoln Heights Homeowners Association, a Texas non-profit corporation, on behalf of said corporation.



Sarah E. Carrington
Notary Public, State of Texas

CONSENT AND SUBORDINATION OF ALAMO PARK, INC.

Alamo Park, Inc., acting pursuant to the terms of the Existing Covenants, hereby consents, ratifies and agrees to the amendment of the Existing Covenants as provided herein and to the terms and provisions of this Declaration. Alamo Park, Inc. hereby further subordinates all liens now or hereafter held by it and covering all or any of the above-described Subdivision and/or Lots to the foregoing Declaration, except solely as to Section 2 of Article XXXIV thereof styled "Subordination of the Lien to Mortgages."

DATED January 10th, 1994.

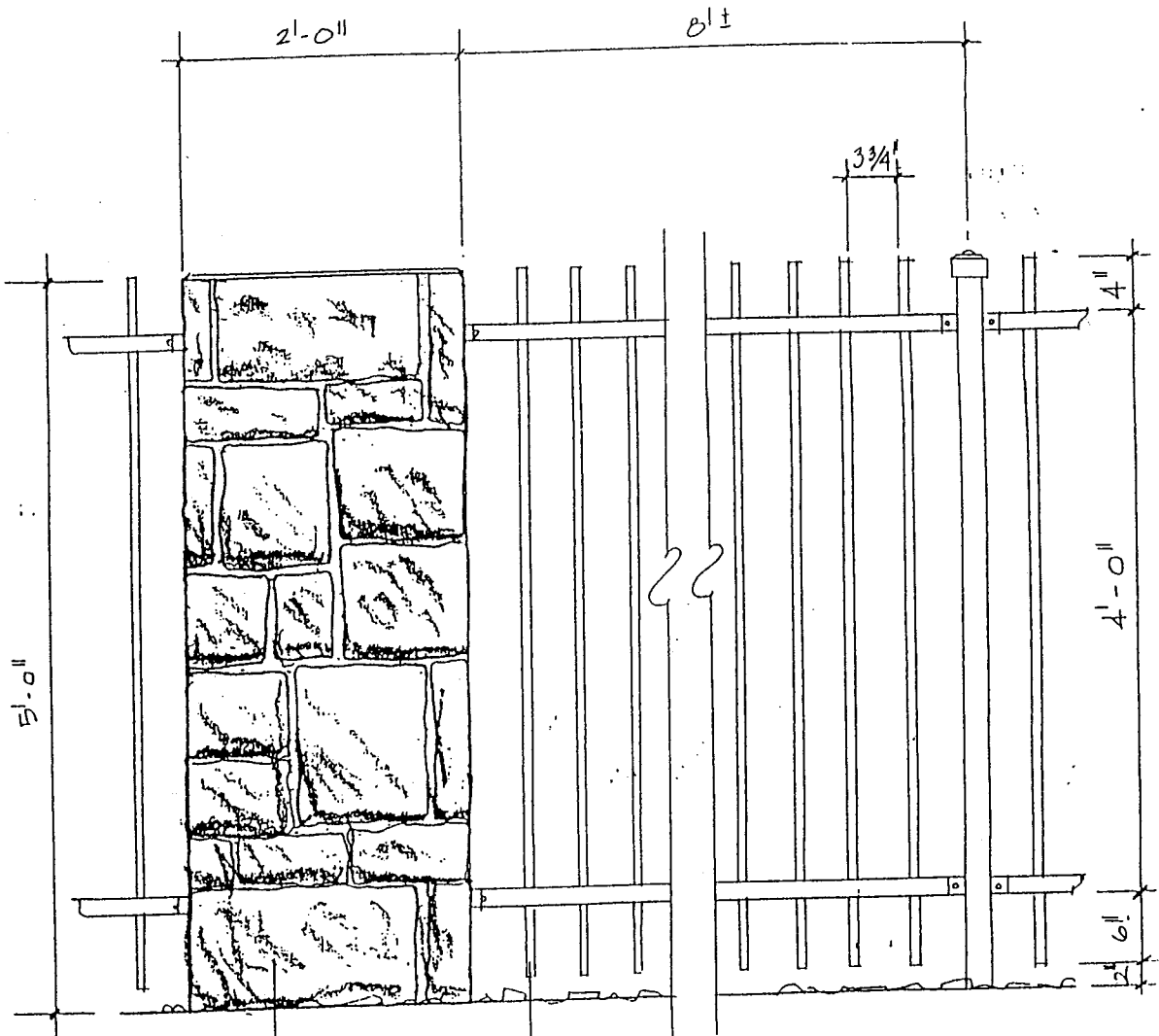
ALAMO PARK, INC.

By: Allen Walsh
Allen Walsh, Vice President

AFTER RECORDING RETURN TO:

LINCOLN HEIGHTS UNIT NO. 5, LTD.
3330 Oakwell Court, Suite 110
San Antonio, Texas 78218
Attn. Ms. Sarah Carrington

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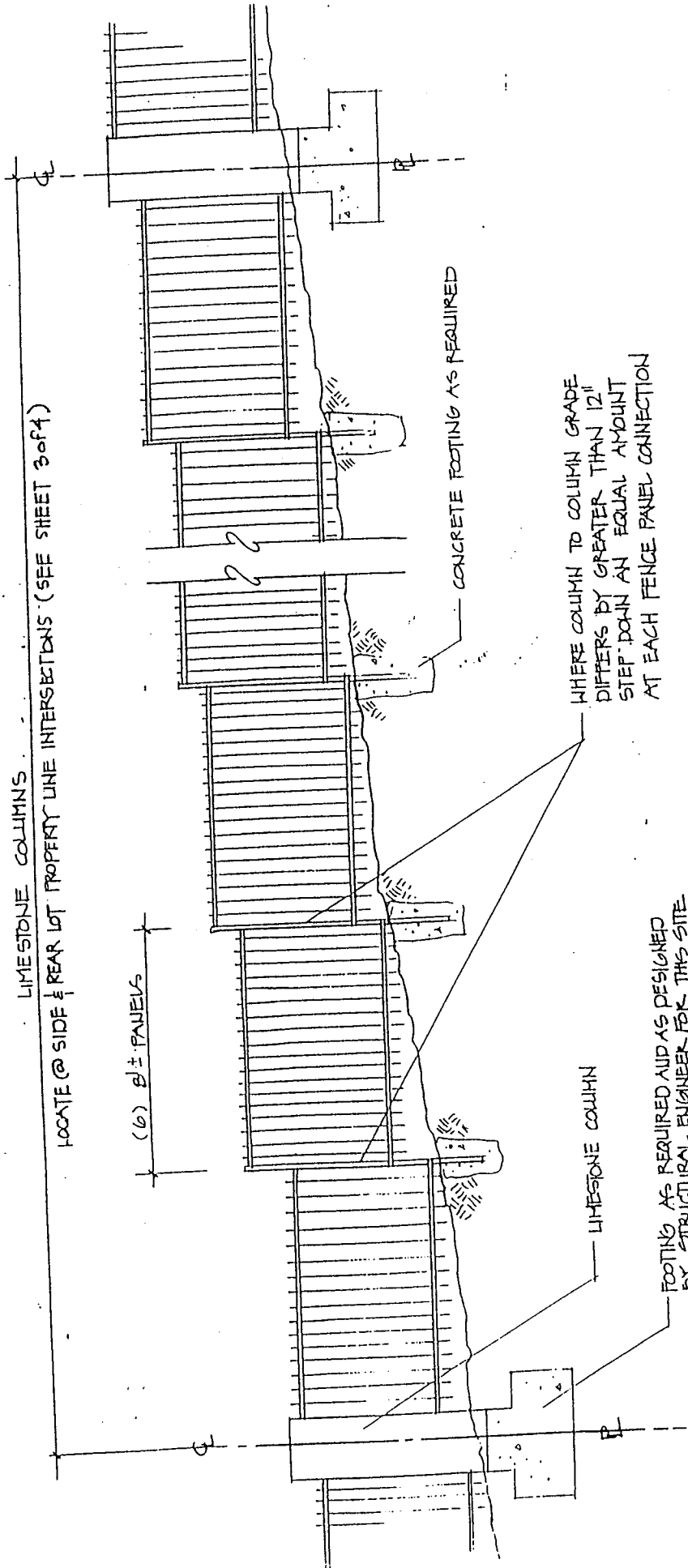
METAL FENCE TO BE "CLASSIC PREMIER ORNAMENTAL" FENCING BY MASTER HALCO, INC., 5' HIGH "PICKET" STYLE 8' FENCE PANELS. COLOR: BLACK

LIMESTONE COLUMN: NOM. 2' x 2' x 5' ROUGHLY-SQUARED, BUFF-CREAM COLORED STONE. MORTAR TO BE NATURAL COLOR FLUENT JOINTS 1"-2" WIDE w/ OFFSET VERTICAL JOINTS

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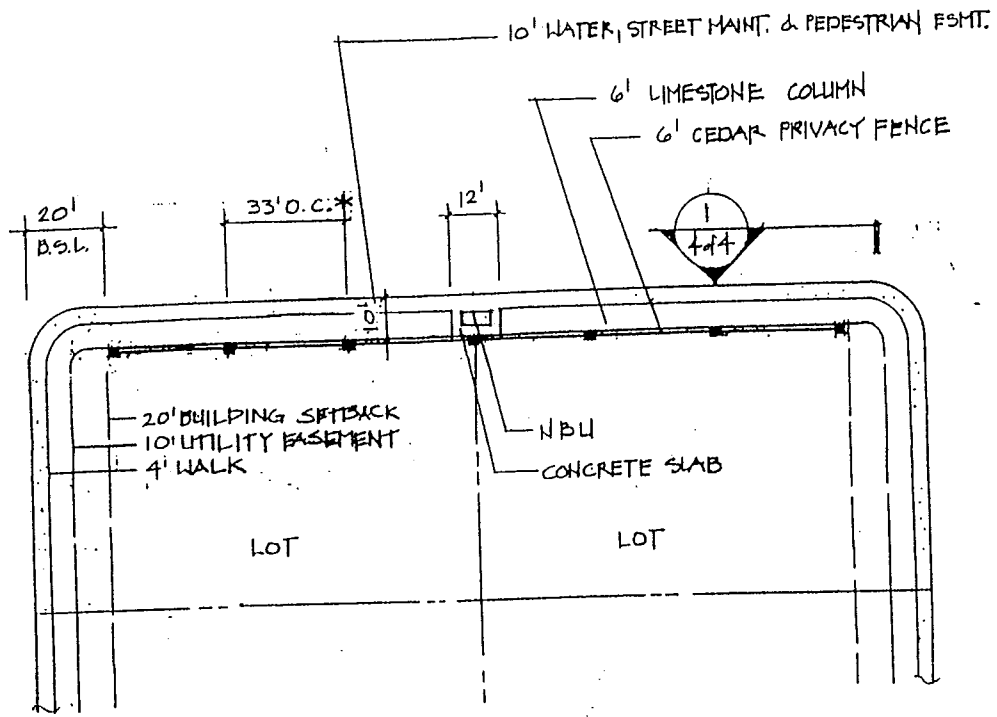
Column and Fence Elevation Adjacent to Golf Course
 For Lots 3-35 (Blk. 1)
 scale: 1" = 1'-0"

EXHIBIT "A"



Column and Fence Slope Detail Adjacent to Golf Course For Lots 3-35 (Blk. 1)

scale: 1/4" = 1'-0"

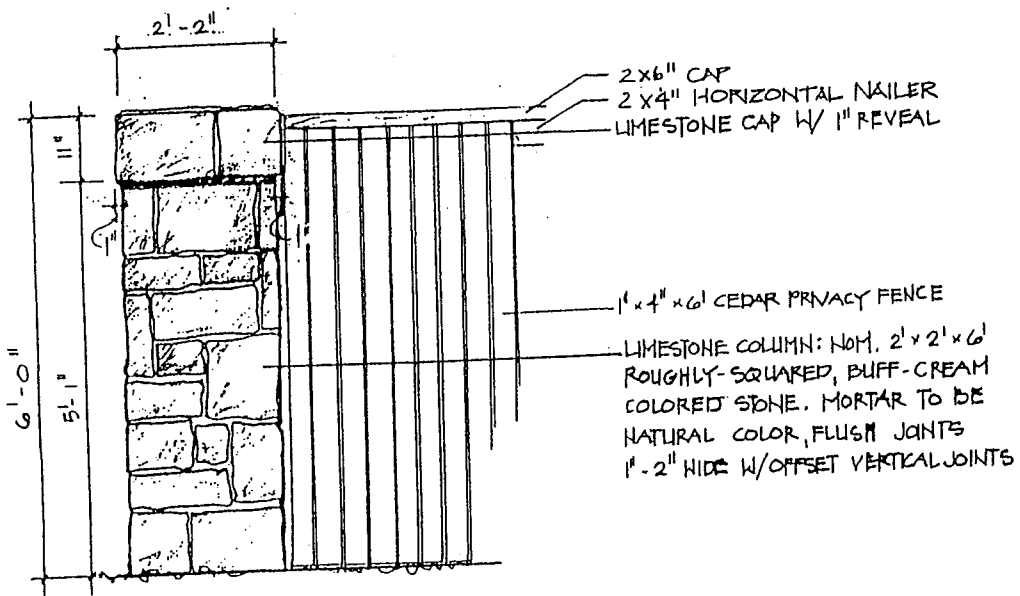


Typical Side Yard Column and Fence Detail

scale 1" = 40'

Locations: Block 2 Lots 2, 3, 7 *
 Block 3 Lots 1, 13, 6, 7
 Block 4 Lots 1, 18, 8, 9
 Block 5 Lots 1, 23, 11, 12

* Exact Column Locations to be determined on Job Site

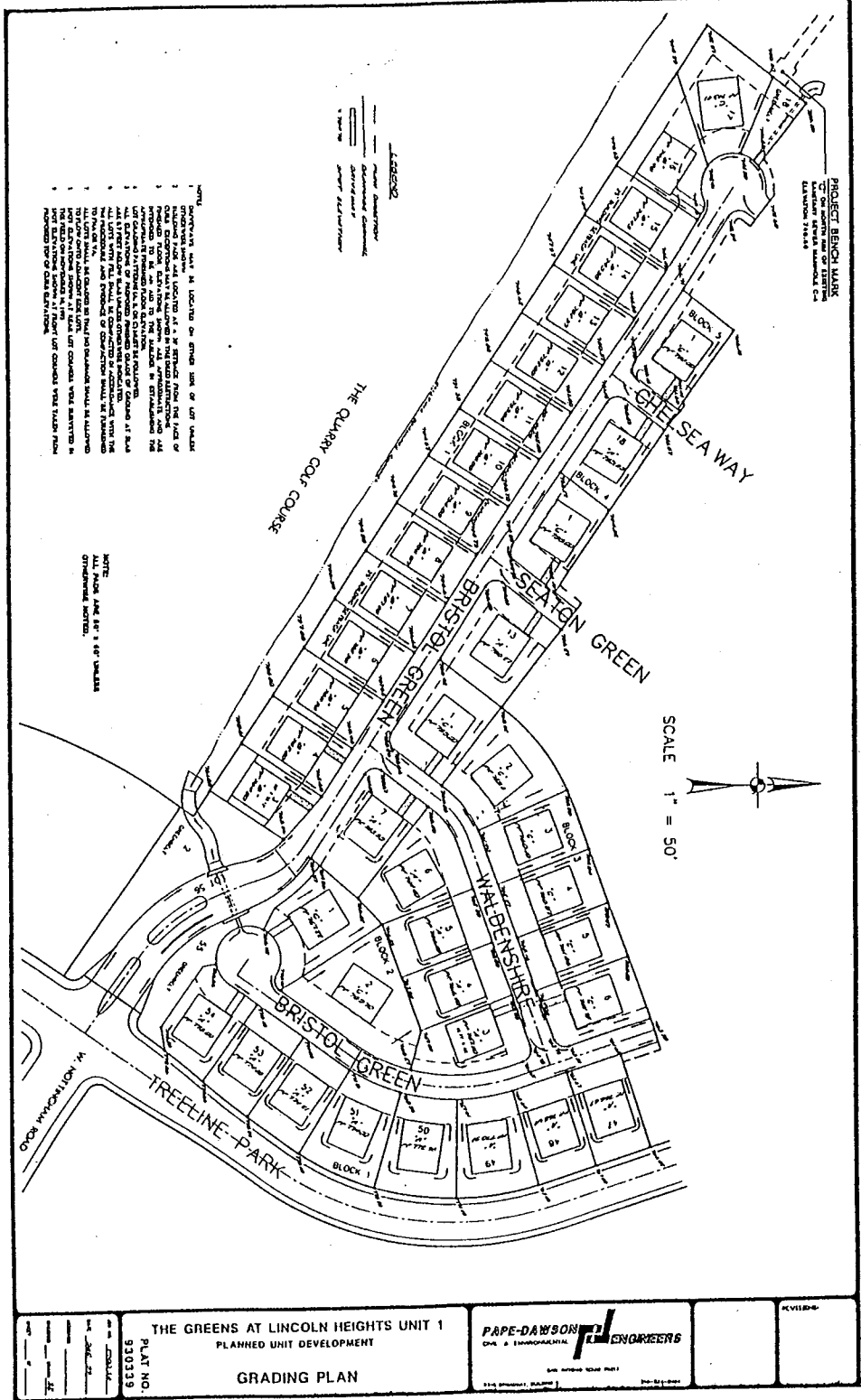


YOL 5998 Pg | 923

Column and Fence Elevation for Typical Side Yard

scale: 1/2" = 1'-0"

EXHIBIT "D"



PLAT NO. 930339	THE GREENS AT LINCOLN HEIGHTS UNIT 1 PLANNED UNIT DEVELOPMENT GRADING PLAN	PAPE-DAWSON ENGINEERS CIVIL & ENVIRONMENTAL ENGINEERS 214 BRUNNEN, PLAZA 90-01-0001	REVIEWED
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EXHIBIT "E"

YOL 5998 Pg 1924

EXHIBIT "F"

REQUIRED SUBMITTAL AND REVIEW PROCEDURES

for

THE GREENS AT LINCOLN HEIGHTS UNIT 1

The following procedures shall be followed by all Owners or prospective Owners in connection with obtaining ACC approval for constructing any improvements on any Lot in The Greens at Lincoln Heights Unit 1. All references herein, unless otherwise indicated, shall have the meanings defined in the Declaration of Restrictive Covenants of The Greens at Lincoln Heights Unit 1 as recorded in the Real Property Records of Bexar County, Texas, as amended from time to time. As used herein the term "Improvements" shall mean all construction, whether subsurface or protruding above the surface, all structures, whether constructed on the Lot or moved onto a Lot, and shall include all modifications of existing Improvements. No construction of any such Improvements shall be commenced unless all required approvals have been obtained from the ACC and all fees established pursuant to the Architectural Design Guidelines below described shall have been paid.

(a) Schematic Design Submission. A schematic design package shall be submitted to the ACC. This package shall consist of: (1) a site plan; (2) building elevations; (3) preliminary clearing, grading, and drainage plans; (4) preliminary layout of all parking and vehicular use areas; and (5) building "footprints" and locations. The ACC shall review all schematic design submissions and respond, in writing, to the applicant within thirty (30) days. The failure of the ACC to respond within such period shall constitute approval of the schematic design submission. Written approvals for schematic design submissions shall be valid for a period of six (6) months from the date of approval. In the event approval is based on the ACC's failure to respond, approval shall be valid for a period of six (6) months from the thirtieth (30th) day following the date of complete submission to the ACC.

(b) Design Development Submission. Upon receiving schematic design approval (or, at the option of the applicant, concurrently with the submission of the schematic design package) and prior to the expiration of the validity of the approval of the schematic design submission, design development submittals shall be made to the ACC. Design development submittals must include the following: (1) a detailed site plan, which includes information showing the location and capacity of all structures comprising the Improvements to be constructed, utilities, utility connections, and site grading and drainage plans; (2) a tree survey locating all existing trees measuring four (4) inches in diameter or greater, as measured at four and one-half (4 1/2) feet above final grade ("DBH"), including species; (3) a detailed description of all building materials and colors; and (4) landscaping and lighting plans. The review of all design development submittals shall be completed and returned, in writing, to the applicant within thirty (30) days. The failure of the ACC to respond within such period shall constitute approval of the design development submittals. Written approval for design development submittals shall be valid for a period of six (6) months from the date of approval. In the event approval is based on the ACC's failure to respond, approval shall be valid for a period of six (6) months from the thirtieth (30th) day following the date of completed submission to the ACC.

(c) Construction Plan Submission. Upon receipt of schematic design approval and design development approval (or, at the option of the applicants, concurrently with the submission of the schematic design package and the design development package), and prior to the expiration of the validity of the approval of the design development submittal, construction plan submittals shall be

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made to the ACC. Construction plan approval must be obtained prior to the commencement of any construction activities. Construction plan submittals shall include the following: (1) a grading plan showing existing and proposed grades; (2) a final site plan showing the location of all Improvements, drainage plans and cut and fill and tree preservation details; (3) floor plans and building elevations for all Improvements showing exterior materials, colors, textures, finishes and shapes, and showing all equipment and screening; (4) sections showing heights and relationship to grades (existing and proposed); (5) utility plans, showing the location of all utilities; (6) a plan showing all fencing (temporary and permanent); (7) landscape planting plans, showing proposed walkways, grade changes and the location, type and size of all plant material, existing and proposed, including trees larger than four (4) inches DBH which are to be removed, relocated or preserved; and (8) landscaping specifications, which shall include planting specifications for trees, shrubs, ground covers and lawn areas, and complete irrigation plans and specifications including head, line and controller location(s) and type, and sufficient information for the ACC to determine that the requirements of Article XIII of the Declaration of which these procedures are a part. The review of all construction plan submittals shall be completed and a response returned, in writing, to the applicant within thirty (30) days. The failure of the ACC to respond within such period shall constitute approval of the construction plan submittal. Written approvals for construction plan submissions shall be valid for a period of one (1) year from the date of written approval. In the event approval is based on the ACC's failure to respond, approval shall be valid for a period of one (1) year from the thirtieth (30th) day following the date of complete submission to the ACC.

(d) Additional Submittals, Modified Submittals, Approvals and Inspections.

(1) Additional Submittal Requirements. In addition to the submittal requirements set forth in the foregoing provisions of this Approved Review Procedures, the ACC shall have the authority to adopt, as part of the ADG, additional submittal requirements.

(2) Modified Submittal Requirements. The ACC may waive in writing or excuse compliance with certain of the submittal requirements if the ACC determines that some or all of the information or materials required by the ACC is immaterial and is not necessary or appropriate in specific situations, and in such situations the ACC may establish and permit compliance with alternative submittal requirements.

(3) Extension. The ACC may, due to unforeseen circumstances, notify the applicant of the need to extend review deadlines for any or all steps of the review procedure. This extension is not to exceed an additional sixty (60) days from the original review deadline.

(4) Approvals. Any approval of plans, specifications or proposed construction given by the ACC shall be only for the purpose of permitting construction of proposed Improvements strictly in accordance with the terms thereof and within the effective dates for such approvals. ACC approval shall not constitute an approval, ratification or endorsement of the quality of architectural or engineering soundness of the proposed Improvement and neither the ACC, its members, Lincoln Heights Association, Lincoln Heights ACC, its members, Lincoln Heights Declarant nor the Declarant shall have any liability in connection with, or related to, approved plans, specifications, or Improvements. The Association, Declarant, ACC, Lincoln Heights Association, Lincoln Heights ACC, its members, Lincoln Heights Declarant, and every officer, employee, director or member thereof shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval, disapproval or failure to approve any submittals. Every

person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against Lincoln Heights Association, Lincoln Heights ACC, its members, Lincoln Heights Declarant, the Association, Declarant, ACC or any officer, employee, director, agent, affiliate, or member of any such persons to recover any such damages. The Association shall indemnify, defend and hold harmless the ACC and its members from all costs, expenses and liabilities, including attorneys' fees, incurred by virtue of any member serving thereon and shall provide insurance coverage against such costs, expenses and liabilities at the expense of the Association.

(5) Inspections. Members of the ACC and Lincoln Heights ACC or their agents may inspect the Improvements during and after construction. Such right shall include inspection for conformity to the relevant submittal document. The responsibility for the inspection of structural components, including, but not limited to, concrete, mechanical, and electrical systems shall remain with the contractors, subcontractors and Owner. To the extent the ACC or Lincoln Heights ACC actually determines that discrepancies exist, the ACC or Lincoln Heights ACC may notify the Owner of the nature and extent of the discrepancy, if known. The ACC or Lincoln Heights ACC shall have no obligation to notify the Owner of any such discrepancy, however if any member of the ACC has actual knowledge that such discrepancy exists and the ACC fails to bring such discrepancy to the attention of the Owner within thirty (30) days after learning of such discrepancy, then the ACC may not require such Owner to correct such discrepancy. Written clarification of such discrepancies must be supplied by the Owner to the ACC within ten (10) days of receipt of any such notification. In the event this clarification is not forthcoming or is determined to be inadequate by the ACC or Lincoln Heights ACC, the ACC or Lincoln Heights ACC, may, in their sole opinion and absolute discretion, retain a private consultant for the purpose of obtaining an opinion with respect to such construction. The consultant's opinion shall be binding on the ACC and the Owner. All reasonable professional fees and expenses associated with this procedure may be assessed by the Declarant or the Association against the Owner. The Owner shall promptly correct, at its sole cost and expense, all such discrepancies. At the request of the ACC or Lincoln Heights ACC, the Owner shall promptly provide the ACC or Lincoln Heights ACC with copies of any inspection reports, architect's reports, engineer's reports, building inspector reports, and other similar reports in Owner's possession.

(e) Construction and Occupancy. Prior to initiating construction on any Lot, a clearing approval must be issued in writing by the ACC, which shall contain specific requirements to be followed. Clearing approval shall be issued upon approval of the construction plans submitted. Under special circumstances approved by the ACC, clearing approval may be issued after the schematic design submittal has been approved. Upon completion of clearing, the Owner will be required to furnish and install protective fencing around vegetation designated to be saved. This protective fencing shall remain in place throughout the construction process or until such other time as such fencing is deemed no longer needed by the ACC. The ACC reserves the right to halt construction in the event that all requirements and conditions relative to the clearing and approval process are not met, including the placement of all building materials. Building materials shall either be used or removed from such Lot within one hundred eighty (180) days from the date such building materials are first stored upon the Lot. All construction debris, trash and garbage shall be stored in enclosed containers and removed from the site in the manner approved by the ACC. Landscaping in accordance with the approved landscaping plans shall be completed within sixty (60) days following completion of construction of Improvements and shall be maintained thereafter in a sightly and well-kept manner. Construction delays due to weather conditions and related circumstances shall not excuse compliance with the time limitations set forth therein and imposed by the ACC unless a written exception is obtained from the ACC.

(f) Architectural Design Guidelines. The ACC shall promulgate the ADG by a majority vote. All amendments, supplements, revocations and modifications of the ADG shall also require a majority vote of the ACC and approval by the Lincoln Heights ACC. The ADG shall be made available to all Owners and persons making application for approval to the ACC. The ADG shall be consistent with the Approved Master Plan, the Declaration of which these procedures form a part, and any Supplemental Declaration and shall supplement the Rules and Regulations of the Association. Additionally, in all instances where the ADG is in conflict with the development regulations of applicable Governmental Agencies, the most rigorous standard shall apply. In no event shall the ADG act to exempt any applicant or Owner from the regulations of any applicable Governmental Agency, including, without limitation, the City of San Antonio. The ADG will further set forth the application requirements, filing fees and cost reimbursement to the ACC relative to seeking ACC approval, charges and other related matters for an Owner or prospective Owner to follow in connection with receiving approval for any development of any portion of the Properties. In the event of a conflict between the provisions of this Declaration and the provisions of the ADG, the provisions of this Declaration shall control. The ADG may specify additional requirements, conditions, or restrictions applicable to Golf Course Lots.

Filed for Record in:
 BEXAR COUNTY, TX
 ROBERT D. GREEN/COUNTY CLERK

On Mar 14 1994

At 4:31pm

Receipt #: 27972
 Recording: 65.00
 Doc/Mgmt: 6.00

Doc/Hum : 94- 0047084

Deputy -Janie Sanchez



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL 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 REAL PROPERTY OF BEXAR COUNTY, TEXAS ON:

MAR 16 1994

Robert D. Green
 COUNTY CLERK BEXAR COUNTY, TEXAS

RECORDING INSTRUMENT
 AS THE TIME OF RECORDATION THE INSTRUMENT WAS FOUND TO BE IN VIOLATION OF THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CHECK OR PHOTO COPY, DISCLOSED FORM 578

SPECIAL WARRANTY DEED

THE STATE OF TEXAS }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS

Filed for Record in
BEXAR COUNTY, TX
GERRY KOKUBOFF, COUNTY CLERK
On May 16 1995
At 11:55am
Receipt # 122035
Recording # 3.00
Doc/Num : 6.00
Deputy - Catherine Revilla

That LINCOLN HEIGHTS UNIT NO. 5, LTD., a Texas limited partnership, of the County of Bexar and State of Texas, for and in consideration of the sum of TEN AND NO/100 -- (\$10.00) ---- DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto;

THE GREENS AT LINCOLN HEIGHTS HOMEOWNERS ASSOCIATION

of Bexar County, Texas, all of the following described real property, to-wit:

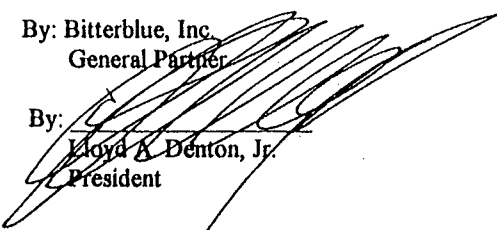
Lots 2, 18, 55, and 56, Block 1, NCB 18035, THE GREENS AT LINCOLN HEIGHTS UNIT 1, PLANNED UNIT DEVELOPMENT, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 9527, Page 175, Deed and Plat Records of Bexar County, Texas;

subject to all covenants, restrictions, reservations, conditions, and easements, to the extent the same, if any, remain in force and effect and are shown on the above-referenced plat or are filed of record in the Real Property Records of Bexar County, Texas on or before the date of recording hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise, belonging, unto the said grantee, its successors, and assigns forever, and it does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the grantee, its successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

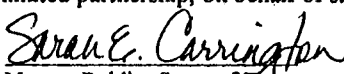
EXECUTED this 3rd day of May, 1995.

LINCOLN HEIGHTS UNIT NO. 5, LTD.

By: Bitterblue, Inc.
General Partner
By: 
Lloyd A. Denton, Jr.
President

STATE OF TEXAS
COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on the 3rd day of May, 1995, by Lloyd A. Denton, Jr., President of Bitterblue, Inc., a Texas corporation, General Partner of LINCOLN HEIGHTS UNIT NO. 5, LTD., a Texas limited partnership, on behalf of said corporation and partnership.


Sarah E. Carrington
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
The Greens at Lincoln Heights Homeowners Association
3330 Oakwell Court, Suite 110
San Antonio, Texas 78218
Attn: Sarah Carrington



V 6420 P 1593

**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS FOR
THE GREENS AT LINCOLN HEIGHTS UNIT 1
PLANNED UNIT DEVELOPMENT**

THE STATE OF TEXAS §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS FOR THE GREENS AT LINCOLN HEIGHTS UNIT 1, PLANNED UNIT DEVELOPMENT, is made on the date hereinafter set forth by LINCOLN HEIGHTS UNIT NO. 5, LTD., a Texas limited partnership ("Declarant"), for the purposes herein set forth as follows:

WITNESSETH:

WHEREAS, the Declarant and the undersigned own more than eighty percent (80%) of the platted lots ("Lots") lying within The Greens at Lincoln Heights Unit 1, Planned Unit Development, San Antonio, Bexar County, Texas ("Subdivision"), said Subdivision being more specifically described as follows, to wit:

Lots 2-18, and 47-56, Block 1, NCB 18035; Lots 1-7, Block 2, NCB 18376; Lots 1-6 and 13, Block 3, NCB 18377; Lots 1 and 18, Block 4, NCB 18378; and Lot 1, Block 5, NCB 18379; THE GREENS AT LINCOLN HEIGHTS, UNIT 1, PLANNED UNIT DEVELOPMENT, in the City of San Antonio, according to plat thereof recorded in Volume 9527, Page 175, Deed and Plat Records of Bexar County, Texas;

WHEREAS, Declarant heretofore caused to be recorded that certain instrument styled Declaration of Restrictive Covenants for The Greens at Lincoln Heights Unit 1, ("the Prior Declaration"), which instrument is recorded in Volume 5998, Page 1897, Real Property Records of Bexar County, Texas;

WHEREAS, Article XXXI of the Prior Declaration provides for amendment thereto by the Owners of 80% or more of the Lots within the Subdivision provided that such amendment be consented to in writing by the Lincoln Heights Declarant;

WHEREAS, Declarant and the undersigned, with the consent of the Lincoln Heights Declarant, desire to amend the provision of the Prior Declaration addressing permitted and required fencing within the Subdivision;

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NOW, THEREFORE, Declarant and the undersigned declare that the above referenced Prior Declaration governing The Greens at Lincoln Heights Unit-1, Planned Unit Development is hereby amended by the terms set forth below and that all property and Lots within the Subdivision shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to terms of said Prior Declaration, as hereby amended, and that all of the covenants, restrictions, easements, charges, and liens set forth in said Prior Declaration shall continue in full force and effect except as herein specifically amended.

The following amendment is made to the Prior Declaration. Except as hereby amended or herein indicated to the contrary, the Prior Declaration shall continue in full force and effect. All of the terms used in this Amended Declaration shall have the same meanings and definitions as contained in the Prior Declaration unless otherwise herein indicated. In the event of any variance or contradiction between the terms of this Amended Declaration and the terms of the Prior Declaration, the terms of this Amended Declaration will govern and prevail.

FIRST AMENDMENT

Article VIII, of the Prior Declaration is hereby amended to read as follows:

ARTICLE VIII

FENCES AND WALLS

No fence or wall shall be built or maintained forward of the front wall line, nor any hedge planted 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 Control Committee.

Fences will be of the following design:

A. Golf Course Lots:

1. At, or prior to, the commencement of construction, Owner shall install a six foot, green chain link construction fence to secure the construction site from the golf course.
2. At or prior to occupancy, the following rear fence shall be installed on Golf Course Lots to replace the temporary, construction fence described above:
 - (a) Five feet in height;
 - (b) Combination of metal or iron bars with rock columns per Exhibits "A", "B", and "C" attached hereto; and
 - (c) To be constructed so that all rear fences along the Golf Course have a singular, homogeneous appearance when viewed from the Golf Course.

B. At, or prior to, occupancy of any dwelling the following fences will be installed:

1. Rear fences (other than Golf Course Lots);
2. Side yard fences on all Lots (other than on Lots abutting the Golf Course); and
3. Fences separating front yards from back yards.

- C. Fences enumerated in Sections B.1 and B.2 above will be constructed to the following specifications:
1. Six feet in height;
 2. Consisting of the following material:
 - (a) Cedar Fence constructed as follows:
 - (1) 1" X 4" X 6' Cedar;
 - (2) 2" X 4" top rail with 2" X 6" cap per Exhibit "D"; and
 - (3) Columns of white limestone or masonry are optional; if white limestone is used, the design will be as per Exhibit "D"; or
 - (b) Masonry (white limestone or brick); and
 3. Shall screen all garbage receptacles, HVAC equipment, storage bins, etc., from view from the street and from the Golf Course.
- D. Fences running at right angles to the side wall of the house and separating the front yard from the back yard (B.3 above) will be constructed as follows:
1. Fence may not be placed forward of the front wall of the house.
 2. Fence material may be as follows:
 - (a) 1" x 4" cedar fence with a top rail and cap with the smooth side of the fence facing the street; or
 - (b) Masonry (white limestone or brick) to match or compliment the house color or material.
 3. Fence must be six (6') feet in height.
 4. All fencing must die into a masonry column on the property line. Masonry must match or compliment the house color and material.
 5. All gates will be wrought iron and of a design approved by the ACC.
 6. When two houses are situated on lots that adjoin one another, there shall be only one column on the property line between the houses. The owner of the first house to be built shall have the right to pick the material for the common column.
 7. Side yard fences shall screen all garbage receptacles, HVAC equipment, storage bins, etc., from view from the street or from the Golf Course.
- E. Side Yard Fences - Lots Abutting The Golf Course:
1. Up to twelve feet (12') from the back property line:
 - (a) Fence material may be:
 - (1) 1" x 4" cedar fence with a top rail and cap; and/or
 - (2) Masonry (white limestone or brick);
 - (b) Fence must be six (6') feet in height;

- (c) If masonry the fence must have a rock or brick cap and be finished on top in a clean and attractive manner; and
 - (d) End of six (6') foot masonry or wood fence must be twelve (12') feet from the back property line. A masonry fence may not be built over the twelve (12') foot rear easement.
2. From twelve (12') feet from the back property line to the back property line:
- (a) Fence must be wrought iron or cedar with a top rail and cap;
 - (b) Fence must be stepped down on an angle from six (6') feet to five (5') feet;
 - (c) Wrought iron must be painted black; and
 - (d) Landscaping may be placed along the wrought iron section of the fence.
3. Side yard fences shall screen all garbage receptacles, HVAC equipment, storage bins, etc., from view from the street or from the Golf Course.

Note: Anything placed within the twelve (12') foot rear easement is subject to removal or damage by the parties having rights to the easement. The ACC, Declarant and HOA assumes no liability in this regard.

- F. Interior fences not visible from the Golf Course, the street, or the ground floor of any other dwelling may be of a design of the Owner's choosing.
- G. ACC Approval: Fence design, gate design, layout, color and specifications shall be submitted to the ACC for approval prior to construction.

Notwithstanding the foregoing, the Architectural Control 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. Also, except as noted for Golf Course Lots, unless otherwise specified herein or by variance, all fences must be six feet (6') in height. Chain link fences will only be allowed inside back yards, where they are not visible above the six foot privacy perimeter fence or from an adjoining street or from the Golf Course.

No fence, wall, or 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 curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the curb lines into the street, or in the case of a rounded property corner, from the intersection of the street line extended. No structures or landscape material over three and one-half feet (3-1/2') tall shall be allowed in this inscribed triangle.

EXECUTED effective the 21st day of September, 1995.

LINCOLN HEIGHTS UNIT NO. 5, LTD.

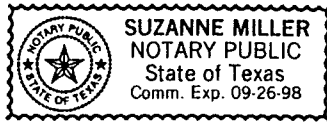
By Bitterblue, Inc., General Partner

BY: [Signature]
Lloyd A. Denton, Jr.
President

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 29th day of September, 1995, by Lloyd A. Denton, Jr., President of Bitterblue, Inc., a Texas corporation, General Partner of LINCOLN HEIGHTS UNIT NO. 5, LTD., a Texas limited partnership, on behalf of said corporation and partnership.



[Signature]
Notary Public, State of Texas

CONSENT OF OTHER OWNER(S)

Montclair Homes, Inc., Owner of one or more Lots within the above-described subdivision, executes this instrument for the limited purpose of evidencing its consent to the foregoing amendment of the Prior Declaration as provided herein.

MONTCLAIR HOMES, INC.

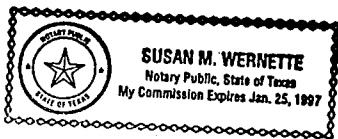
By: [Signature]

Its: Mrs.

STATE OF TEXAS

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on the 29th day of September 1995, by Steve Davis, President of MONTCLAIR HOMES, INC., a Texas corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

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