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DECLARATION OF RESTRICTIVE COVENANTS
BLUFFVIEW GREENS
(UNIT-2)

THAT, **BLUFFVIEW PARTNERS LIMITED**, a Texas limited partnership ("Declarant"), being the owner of all of the platted lots situated within that certain subdivision known as Bluffview Greens Planned Unit Development, Unit-2, situated on real property owned by Declarant that is more particularly described on Exhibit A attached hereto and incorporated herein by reference (hereinafter called the "Subdivision"), 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 in the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I. DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to BLUFFVIEW GREENS HOMEOWNERS ASSOCIATION, INC. a Texas nonprofit corporation, its successors and assigns.

(b) "Properties" shall mean and refer to the above-described properties.

(c) "Lot" shall mean and refer to each of the plots of land designated by Declarant for use or eventual use as Living Units, such plots being depicted on the Subdivision Plat.

(d) "Subdivision Plat" shall mean and refer to the map or plat of Bluffview Greens Unit-2 Planned Unit Development, filed for record in Volume 9538, Pages 167-9, 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.

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

(f) "Single Family" shall mean and refer to a group related by blood, adoption, or marriage or a number of unrelated roommates equal to the number of bedrooms in a living unit.

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(g) "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.

(h) "Declarant" shall mean and refer to Bluffview Partners, Limited, its successors or assigns, who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

(i) "Committee" or "Architectural Review Committee" or "ARC" shall mean and refer to the committee created herein by Declarant subject to the provisions hereinafter provided.

(j) "Common Areas" or "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association and/or property upon which the Association owns easement rights, for the use and benefit of the Members of the Association. The Common Areas owned by the Association consist of, among other property, all of the private streets and private alleys shown on the Subdivision Plat, as well as, that one certain, private street known as Silverhorn Drive, as shown on the recorded plat for Bluffview Greens Unit 1 recorded in Volume 9535, Pages 93-94 of the Deed and Plat Records of Bexar County, Texas, including but not limited to that portion thereof situated outside the controlled access gate serving both Units 1 and 2 of the Subdivision (i.e. that portion of Silverhorn Drive located between such gate and Bitters Road). In addition, Common Facilities may include, but are not necessarily limited to, the following: entry gate, entry walls and monuments, recreational lots (if any), parkways, medians, islands, landscaping, private alleys, walls, greenbelts, and other similar or appurtenant improvements designated by the Declarant from time to time.

(k) "Member" shall mean and refer to all those Owners who are members of the Association.

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

(m) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of Bluffview Greens Homeowners Association.

(n) "Declaration" shall mean and refer to this Declaration of Restrictive Covenants.

ARTICLE II. ARCHITECTURAL REVIEW COMMITTEE

There is hereby created an Architectural Review Committee which shall be initially composed of Joe I. Swedlund, R. Steven Folsom and Denny Holman, 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. In the event a vacancy on the Committee shall arise, the

remaining member or members of the Committee may fill such vacancy by appointment, and if they fail to do so within thirty (30) days, then Declarant may do so. In the event any vacancy on the Committee shall not be filled within sixty (60) days, then the Board of Directors may fill such vacancy by appointment; provided, however, in the event that Declarant still owns any Lots subject to the jurisdiction and assessments of the Association, the Board shall first give Declarant written notice of such vacancy and thirty (30) days within which to make such appointment. Subject to the terms hereinafter set forth, Declarant shall have the right to remove or add members to the Committee and fill vacancies in the Committee membership and Declarant may assign such rights in writing to the Association. The sale of the last Lot owned by Declarant within the Properties shall be deemed to be an assignment to the Association of Declarant's powers with respect to ARC membership. Committee members shall not be entitled to compensation for their services rendered in such capacity.

No building, fence, wall, outbuilding or other structure or improvement shall be erected, altered, added onto, placed or repaired on any Lot in the Subdivision until the complete plans, including site plans, grading plans, floor plans depicting room sizes and layouts, exterior elevations, any other plans or information deemed necessary by the ARC for the performance of its function ("Required Plans"), are submitted and approved in writing by the Architectural Review Committee as to the conformity and harmony of exterior design with existing structures in the Subdivision, the location with respect to topography, existing trees, and finished elevation, and conformity with the requirements of this Declaration. The Architectural Review Committee shall have the power to employ professional consultants to assist it in discharging its duties and may create and impose reasonable fees for processing of applications.

Within thirty (30) days after the Owner has submitted to the Committee the Required Plans and written notice that the Owner desires to obtain ARC approval, the Committee shall notify Owner in writing whether the Required Plans are approved or disapproved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ARC may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance. In the event the plans submitted by the Owner have not been approved or disapproved within thirty (30) days after being submitted, the plans so submitted will be deemed to have been approved, but a deemed approval shall not permit a violation of any of the terms of this Declaration nor extend to any deviation from or alteration to the plans actually submitted nor to any matter requiring a written variance.

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 interpretation. The goal of the Committee is to encourage the construction of dwellings of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Subdivision. Dwellings should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials, which, in the sole judgment of the Committee, create an attractive and harmonious blend with existing and proposed dwellings in the immediate area and the natural surroundings. The Committee may disapprove the construction or design of a home on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect

the continuity of design or values of the neighborhood and of other homeowners or to preserve the serenity and natural beauty of any surroundings. 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. The Committee's evaluation of Required Plans is solely to determine compliance with the terms of this Declaration and the aesthetics of the proposed improvements; and the Committee disclaims any responsibility to determine compliance with any applicable building code or other standard for construction.

The Architectural Review Committee shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of the Declaration or to correct or avoid hardships to Owners. Upon submission of a written request for same, the ARC may from time to time, in its sole discretion, permit an Owner to construct, erect or install a dwelling or other improvement which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the dwelling or other improvement with such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the neighborhood and must not detrimentally affect the integrity of the Subdivision or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. All requests for variances shall be deemed to be disapproved if the Committee has not expressly and in writing approved such request within thirty (30) days of the submission of such request. No member of the Committee shall be liable to any Owner for any claims, causes of action or damages arising out of the grant or denial of any variance to an Owner. No individual member of the ARC shall have any personal liability to any Owner or any other person for the acts or omissions of the ARC if such acts or omissions were committed in good faith and without malice. Each request for a variance submitted hereunder shall be reviewed independently and the grant of a variance to any one Owner in similar circumstances shall not constitute a waiver of the Committee's right to deny a variance to another Owner. The decisions of the Architectural Review Committee with respect to variances shall be final and binding upon the applicant.

All decisions of the Committee shall be final and binding, and there shall not be revisions of any action of the Committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. In the event of construction of improvements or threatened construction of improvements in violation of this Declaration, any Owner, the Association, Declarant, or the Committee, may seek to enjoin such construction or seek other relief against the Owner or builder responsible therefor, provided that each such offending party shall first be given written notice of the perceived violation and the reasonable opportunity to remedy the violation prior to the filing of suit. Neither the Declarant, the Architectural Review Committee, nor any member of such Committee shall be liable in damages, or otherwise, to anyone submitting plans and specifications for approval or to any Owner who believes himself adversely affected by this Declaration by reason of mistake of judgment, negligence or nonfeasance in connection with the approval or disapproval of plans or requests for variations. Nothing herein contained shall be construed as creating an affirmative obligation on the part of the Declarant, the Association, or the Committee to enforce the provisions of this Declaration.

The Architectural Review Committee shall be duly constituted and shall continue to function for the entire duration of this Declaration, including any extensions thereof. At such time as Declarant no longer owns any Lots subject to the jurisdiction and assessments of the Association, the Board of Directors shall have the right and obligation to appoint the members of the Committee.

ARTICLE III. RESIDENTIAL ONLY

The Lots shall be used only for the development of private, single-family residences.

ARTICLE IV. PERMITTED USE

All land included within the Properties shall be used for "residential purposes" only, either for the construction of private single-family residences, including an enclosed private garage for not less than two (2) automobiles, or as part of the Common Facilities; provided, however, that only one such private, single-family residence may be constructed or otherwise placed upon any one Lot. The 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 subject solely to the use by each Builder Member of residences within the Properties as temporary sales offices and model homes for the display and sale of Lots within the Properties and others. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants or to allow domestic servants to be domiciled with an Owner or resident.

ARTICLE V. SIZE AND HEIGHT

No building or structure erected, altered or placed on, within, or in the Properties shall exceed thirty-five feet (35') in average height (measured from the top of the foundation to the topmost part of the roof) nor be more than two and one-half (2½) stories in height without the written consent of the Architectural Review Committee; provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of building and structures shall be complied with at all times.

Each single story or one and one-half (1½) story building or structure shall contain not less than 2,000 contiguous square feet of living area, and each two story or two and one-half (2½) story building or structure shall contain not less than 2,200 contiguous square feet of living area, such areas to be 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 VI. PLACEMENT OF STRUCTURES ON LOTS AND SIDE YARDS

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

be constructed, placed or maintained within twenty feet (20') of any front Lot line, within five feet (5') of any side lot line, or within fifteen feet (15') of the rear boundary of the Lot [except cul-de-sac Lots on which the rear setback shall be ten (10) mean feet, with no part of the structure closer than five feet (5') to the rear lot line, and corner Lots on which a structure may be placed no closer than ten feet (10') to the side street]; provided, however, that for good cause shown a residence or garage may be allowed to be erected closer than twenty feet (20') to the front boundary line of a Lot with written approval of the Architectural Review Committee and detached garages and temporary structures may be situated as near as five feet (5') to the rear of a Lot and as near as five feet (5') to a side lot line, provided there shall be no projections nor encroachment into any utility or drainage easement. Eaves of buildings shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this covenant. In no event may any structure be constructed or maintained upon any utility or other easement.

ARTICLE VII. RADIO OR TELEVISION ANTENNAE

No radio or television aerial wires or antennae or other radio or television related apparatus or equipment shall be placed or maintained on any residence or on any other exterior portion of a Lot except with the prior written approval of the Architectural Review Committee which shall have the authority to disapprove the installation of same. With the prior written consent of the Architectural Review Committee, a satellite disc or dish may be placed on a Lot where not readily visible from a street or adjacent Lots and where such location does not adversely affect the view from an adjacent Lot.

ARTICLE VIII. SOLAR PANELS AND SYSTEMS

No solar panels or solar heating or electrical system or similar apparatus shall be placed in or upon any Lot without the prior approval of the Architectural Review Committee which shall have the authority to disapprove the installation of same or to limit the installation of same so that no portion thereof is visible from any street.

ARTICLE IX. ATHLETIC FACILITIES

Tennis court lighting and fencing shall require the prior written approval of the Architectural Review Committee, and any Owner desiring to install the same shall submit design and site plans, landscaping plans, and lighting specifications. Landscaping and fencing requirements may be set by the Committee for the purpose of screening courts in an aesthetically pleasing manner. No basketball goals or backboards or any other similar sporting equipment of either a permanent or temporary nature shall be located on any Lot closer than ten feet (10') from the front property line or closer than five feet (5') to the side property line. The ARC will have the right to regulate the appearance and placement of all sporting apparatus, including, but not limited to, basketball goals.

ARTICLE X. FENCES

Fences located between the main structure and any side Lot line (wing walls) shall not be required, but if built, shall be all masonry or a combination of masonry and wrought iron, masonry and 1 X 4 or 1 X 6 wood privacy fencing, or 1 X 4 or 1 X 6 wood privacy fencing. Fences located along a side Lot line adjoining another Lot shall not be required, but if built, shall be all masonry, masonry and wrought iron, masonry and 1 X 4 or 1 X 6 wood privacy fencing, or 1 X 4 or 1 X 6 wood privacy fencing. Fences on corner Lots along the side Lot line adjacent to a street shall not be required, but if built shall be all masonry, masonry and wrought iron, masonry and 1 X 4 or 1 X 6 wood privacy fencing, or 1 X 4 or 1 X 6 wood privacy fencing. All masonry columns shall be a minimum size of sixteen inches (16") square. A site plan reflecting fence location, as well as a diagram detailing materials, elevations, and style, is to be submitted and approved by the ARC prior to installation.

Any wood fencing permitted herein may be stained or painted from time to time so as to retain the color of the natural wood.

Except as otherwise specifically herein provided, wherever masonry or masonry columns are used in the construction of a fence or wall on a Lot, the masonry shall be compatible with the primary masonry used on the main residence building on the Lot, and all masonry columns shall be no further than twenty-five feet (25') apart except for fencing along rear and side property lines not readily visible to public view.

No fence, wall, or hedge shall be built or maintained forward of the front wall line of the main structure except for decorative walls or fences which are part of the architectural design of the main structure, and retaining walls, provided the Committee approves of same in writing. No chain-link fences may be built or maintained on any Lot except in connection with tennis courts, provided such fence is vinyl clad, is properly landscaped, and is reasonably screened from public view, or a rear yard dog run so located or screened as to not be readily visible from any street. Any fences over six feet (6') in height must be approved in writing by the Architectural Review Committee.

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

No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above roadways shall be placed or permitted to remain on any corner Lot within the triangular areas formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street line extended. The same sight line limits shall apply on any Lot within ten feet (10') from the intersection of street property lines with the edge

of a driveway. No tree shall be permitted to remain within such distance of such intersections, unless the foliage is maintained at sufficient height to prevent obstruction of such sight lines.

Each Owner shall maintain all fencing placed on his Lot in a neat appearing and usable condition, including the reconstruction or replacement of fences which are tilted more than ten degrees (10°) from a vertical position.

ARTICLE XI. GARAGES

A garage able to accommodate at least two (2) automobiles must be constructed and maintained for each residence. Garages will be allowed as builder's sales offices but must be reverted to use as a garage upon the conveyance or occupancy of home by a resident. Garages may not be converted for use as a separate dwelling or as part of the Living Unit.

ARTICLE XII. ROOFING

The surface of roofs of principal and secondary structures, including garages and domestic living quarters, shall be of slate, stone, concrete tile, clay tile, or other tile of a ceramic nature; or they may be metal, left natural or painted a color approved by the Architectural Review Committee, using standing or battened seams; or they may be of a composition shingle of 240 pounds weight or more; or they may be of wood shingle or wood shake if they meet minimum fire retardant criteria and are permitted by governmental authorities. The Architectural Review Committee shall have the authority to approve other roof treatments and materials if the form utilized will, in its sole discretion, be harmonious with the surrounding homes and the Subdivision as a whole.

The Architectural Review Committee may establish roofing criteria which are directed to (a) generally improving the quality of materials used; (b) encouraging the use of colors which are in harmony with other structures in the Subdivision; and (c) establishing minimum pitch requirements.

ARTICLE XIII. MASONRY

The exterior walls of all residential buildings shall be constructed with masonry, rock, stucco, brick or masonry veneer for at least seventy-five percent (75%) of the total exterior wall area for the lower story of each residence. In calculating the required masonry, window and door openings shall be included as masonry. The Architectural Review Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and the resulting structure will not detract from the general appearance of the neighborhood. The builder of each residence and building shall, to the extent possible, minimize the amount of exposed foundation below the brick lug. In this connection, the builder will drop the brick lug of the side of the dwelling facing the front street and readily visible therefrom in a manner required by the Architectural Review Committee. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other material commonly referred to in San Antonio, Texas as masonry.

Notwithstanding the requirements of this Section, and in addition to variance power granted to the Architectural Review Committee herein, the Committee is empowered to waive one or more requirements of this Section if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced building concept, design, or material, and, in the opinion of the Committee, the resulting structure or appearance will not detract from the general appearance of the neighborhood.

ARTICLE XIV. GUTTERING

Guttering shall not be required, but all dwellings with guttering must be guttered with down spouts being so situated as to minimize adverse drainage consequences for adjoining Lots.

ARTICLE XV. PAINT AND STAIN

The exterior colors of all improvements on a Lot, including any repainting of any structures or other improvements, shall be subject to approval by the Architectural Review Committee.

ARTICLE XVI. SHARED AND JOINT USAGE OF SILVERHORN DRIVE

Declarant hereby discloses, and each Owner by the acceptance of a deed conveying fee title to a Lot within the Properties acknowledges, that the owner and /or operator of that certain golf course situated generally to the south of Bluffview Greens, Unit 1 and all patrons, guests and invitees of such parties, shall have a perpetual non-exclusive ingress and egress easement over and upon that portion of Lot 1, Block 1 (now known as Silverhorn Drive) situated to the north and west of the private driveway leading from such golf course northward to Silverhorn Drive and that such ingress/egress must be unimpeded and unobstructed so that the golf course has full and complete vehicular access to and from Bitters Road.

ARTICLE XVII. SIGNAGE

No signs of any kind shall be displayed to the public view on any Lot, including, but not limited to, the displaying of any signs which advertise the Lot or improvements for sale or lease, except as expressly permitted herein or by the Architectural Review Committee. Each model home may be advertised by one front yard sign not larger than four feet by eight feet (4' X 8'), which shall have been approved in advance by the Committee as to color and design. The Committee may establish standardized sign criteria which permits the displaying of one sign per lot uniform in size, color and permitted location on the Lot, which such sign can be used to identify that an Improved Lot is for sale or lease. The Committee specifically reserves the right to establish a separate set of sign standards and criteria for Unimproved Lots and to modify both such standards and criteria from time to time, but in no event shall any sign reference bankruptcy, distressed nature of sale, or foreclosure. Signs used by Declarant to advertise the Properties during the development, construction and sales period shall be permitted, irrespective of the foregoing, but subject to size, design, and other requirements of the Committee. In addition to the foregoing, political signs may be erected upon a Lot by the Owner of such Lot advocating the

election of one or more political candidates or the sponsorship of a political party, issue or proposal, provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election, and that the ARC shall have the right to regulate the number and size and type of political signs on Lots. All other signage is prohibited such as, but not limited to, subcontractors, lenders, real estate companies, etc. All signs within the Properties shall be subject to the prior written approval of the ARC.

ARTICLE XVIII. TEMPORARY STRUCTURES AND FACILITIES

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

Notwithstanding the foregoing provisions, Declarant reserves unto itself and Building Members acting as such the exclusive right to erect, place, and maintain such facilities in or upon any portions of the Properties as Declarant in its sole discretion may determine to be necessary or convenient while selling Lots, selling or constructing residences, and constructing other improvements upon the Properties. Each Builder Member may not, however, utilize more than one mobile trailer or similar vehicle as such a temporary facility, and may use such as a sales or construction office only in support of sales and construction activities within Bluffview Greens Planned Unit Development. Each such mobile trailer or similar vehicle shall be parked within a Lot owned by such Builder Member, the location of which shall have been approved in advance by Declarant. In addition, each Owner shall have the right to erect, place, and maintain on his Lot such temporary facilities other than mobile trailers or similar vehicles as may be necessary or convenient for construction of a residence thereon; and each Owner engaged in the construction of residences within the Properties for sale shall have the right to erect, place, and maintain temporary facilities for offices, storage, and accumulation of reasonable amounts of construction debris while so engaged in the construction of residences within the Properties.

ARTICLE XIX. OUTBUILDING AND EXTERIOR MODIFICATIONS

Every outbuilding, inclusive of such structures used as a storage building, pool house, servants' quarters, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. The design, materials and location of all such buildings and structures shall be subject to the prior written approval of the Committee.

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

ARTICLE XX . ANIMALS

No sheep, goats, horses, cattle, swine, poultry, snakes, livestock, or other animals of any kind shall ever be raised, kept, bred, or harbored on any portion of the Properties, except that dogs, cats, or other common household pets (not to exceed a total of three [3] adult animals) [an "adult animal" for the purposes of these covenants is an animal which is one (1) year of age or older] may be kept, provided that they are not kept, bred, or maintained for any commercial purposes; and provided further, that such common household pets shall at all times, except when they are confined within the boundaries of a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage, or other container.

ARTICLE XXI. ACCUMULATION OF TRASH AND RUBBISH

Except as otherwise expressly provided in this Section, no trash, rubbish, garbage, manure, putrescible matter or debris of any kind shall be dumped or allowed to accumulate on any portion of the Properties. All rubbish, trash, or garbage shall be kept in sanitary refuse containers with tightly fitting lids, and, shall not 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. All said containers stored outside shall be kept in an area of the Lot adequately screened by planting or fencing.

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

ARTICLE XXII. UTILITY EASEMENTS

Easements for installation and maintenance of utilities, cable television, and drainage facilities have been reserved as shown on the Subdivision Plat and/or as provided by instruments of record or to be recorded. 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 the 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 or private company is responsible. Neither Declarant, the Committee, the Association, nor any utility company using the easements herein referred to shall be liable for any damage done by them, or their assigns, agents, employees, or servants to shrubbery, grass, streets, flowers, trees, landscape or other property of the owners situated on the land covered by said easements, except as may be required by state, county or municipal statutes, ordinances, rules or regulations, or by the Association or by custom and practice of such utility company.

ARTICLE XXIII. DRAINAGE EASEMENTS

Easements for drainage throughout the Subdivision are identified and reserved as shown on the Subdivision Plat.

(a) 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 may:

(1) Alter, change or modify the existing natural vegetation or design of the drainage easements in a manner that changes the character of the design or original environment of such easements; or

(2) Alter, change or modify the existing configuration of the drainage easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Review Committee; or

(3) Construct, erect or install a fence or other structure of any type or nature within or upon such drainage easement; provided, however, fences may be permitted in the event proper openings are incorporated therein to accommodate the natural flow of water over said easement; or

(4) Permit storage, either temporary or permanent, of any type upon or within such drainage easement; 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.

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

ARTICLE XXIV. MAINTENANCE OF EASEMENTS

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

ARTICLE XXV. MAINTENANCE OF YARDS

The Owners of all Lots shall keep grass and vegetation well mowed and trimmed, shall promptly remove all weeds as they grow and all trees, shrubs, vines and plants which die, and

shall keep all yard areas in a sanitary, healthful, and attractive manner. Lawns, front and back, must be mowed at regular intervals, and fences must be repaired and maintained in an attractive manner. No objectionable or unsightly usage of Lots, or condition on any Lot will be permitted which is readily 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. The drying of clothes in full public view is prohibited and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is readily visible to public view from a street or Common Area shall construct and maintain an inner fence or other improvements to adequately screen from view of streets and Common Area any of the following: the drying of clothes, yard equipment, wood piles or storage piles which are incidental to the normal residential requirements of a typical family. Trash, garbage or other waste materials shall be kept in a clean and sanitary condition.

In the event of default on the part of the Owner or occupancy of any Lot in observing the above requirements, or any of them, such default continuing ten (10) days from date of a written notice thereof deposited in the United States mails, Declarant, or the Association may, without liability to Owner or any occupants in trespass or otherwise, enter upon said Lot, cut or cause to be cut, such lawn, weeds and grass and remove or cause to be removed, such dead vegetation, garbage, trash and rubbish or do any other thing necessary to secure compliance with the terms of this Declaration so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such Lot for the cost of such work, plus a reasonable administrative charge and reasonable attorneys' fees. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt thereof. The sum due shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such sums are due, and may be enforced in accordance with the provisions hereof or otherwise as provided by law.

Each Owner shall provide and maintain safe and adequate drainage within and across his Lot; and no Owner shall construct or maintain any building, fence, walk, landscaping, or any condition which diverts, impedes, backs up, or prevents the drainage and flow of, surface water on, over, or across such Lot.

Each Owner shall be responsible for the maintenance of the Lot upon closing and shall keep the Lot free of unusable building materials, debris, and rubbish during the construction period. Owner shall provide sanitary bathroom facilities to accommodate all contractors and subcontractors during the construction period. It is the goal of the Declarant and the Association to maintain the Subdivision in a clean and respectable manner. If any Owner reasonably violates this objective, it is Declarant's and/or the Association's option (but not their obligation) to initiate the cleanup or place facilities on the Lot necessary to maintain the referenced goal at the sole cost and expense of Owner, payable on demand, and secured by a lien on the Lot.

ARTICLE XXVI. FRONT YARDS

No more than twenty percent (20%) in area of the front yard area of any Lot, excluding driveways and sidewalks, may be covered by rock or material other than dirt and vegetation

except for such driveways and sidewalks as have been approved by the Architectural Review Committee. The "front yard area" shall be defined as that area of a Lot situated between the front Lot line and a line extending from the front of a residence to the side Lot lines. The Architectural Review Committee shall have the right on a case by case basis to permit a variance from the foregoing percentage in order to promote drought management policies or guidelines that may be in effect from time to time.

ARTICLE XXVII. SIDEWALKS AND DRIVEWAY

All driveways shall be concrete finish, or other hard surfaced material of a finish and composition expressly approved by the Committee. Except with approval of the Committee, no circular driveway shall be more than twenty feet (20') in width. Driveway locations shall be only as approved by the Committee. All other concrete or exterior hard composition surfaces shall be of a finish approved by the Committee. Asphalt paving and loose gravel driveways are prohibited. No more than one curb cut per Lot shall be permitted without approval of the Committee. Builders and contractors are required to clean streets immediately after aggregate finished walks have been washed.

All other sidewalks, if constructed, shall be concrete finish, or other hard surfaced material of a finish and composition expressly approved by the Architectural Review Committee in writing. Sidewalk locations may be varied by the Committee to preserve trees.

ARTICLE XXVIII. MAIL BOXES AND SIDEWALK OBSTRUCTIONS

No mail boxes or similar receptacles shall be erected and maintained on a Lot without the prior written approval of the Committee, it being contemplated that there shall be central mail areas situated within the Properties and/or upon the Common Facilities. No planter or decorative improvement shall be placed within a sidewalk area without the prior consent of the Committee, and such consent may be conditioned as the Committee may determine appropriate.

ARTICLE XXIX. OUTSIDE PARKING AND STORAGE OF VEHICLES, ETC.

No boat, trailer, tent, recreational vehicles, camping unit, wrecked, junked, inoperable, self-propelled or towable vehicle, equipment or machinery of any sort shall be kept, parked, stored, or maintained on the street in front of any lot in any portion of the front yard in the front of the building line of the permanent structure. Any such vehicle (or its equivalent) shall be parked, stored or maintained on other portions of a Lot only within an enclosed structure or a screened area which prevents the view thereof from any Subdivision street, the Common Facilities, or adjacent Lot. No dismantling or assembling of motor vehicles, boats, trailers or other machinery or equipment shall be permitted in any front yard, driveway, or within view of an adjacent street. No commercial vehicle bearing commercial insignia or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjacent Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot. No camper, boat, trailer, equipment, or machinery shall be parked in front of any residence for a period in excess of twenty-four (24) consecutive hours. The Board of Directors is empowered to establish additional rules and regulations relating to the parking and

storage of vehicles, equipment, and other property both on Lots and the Common Facilities (including Subdivision streets) as it may from time to time deem necessary to ensure the preservation and appearance of the Subdivision as a first-class residential neighborhood, and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners; provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions of use set forth in this Section. During the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of such necessity only. No vehicles, trailers, implements or apparatus may be driven or parked on any easement or Common Area except for lawn mowing equipment while in use.

ARTICLE XXX. HOUSE NUMBERING

House numbers identifying the address of each Living Unit must be placed as close as possible to the front entry or garage with numbers used such as to be easily read from the street at night. Size, color and material of the numbers must be compatible with the design and color of the dwelling.

ARTICLE XXXI. LOT SUBDIVISION AND CONSOLIDATION

No Lot may be subdivided except with the written consent of Declarant. Any Owner owning two or more adjoining Lots, or portions of two or more such Lots, may, with the prior approval of the Architectural Review Committee, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein; provided, however, that the Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for all assessments previously applicable to the Lots which are consolidated. When two Unimproved Lots are being consolidated and improved with a single Living Unit, the Owner will be subject to assessment for both Lots, one at the rate for Improved Lots and one at the rate for Unimproved Lots.

ARTICLE XXXII. NO OIL DEVELOPMENT

No oil or natural gas drilling, oil or natural gas development, or oil refining or quarrying, or mining operations of any kind shall be permitted upon any portion of the Properties, nor shall oil, natural gas, or water wells, tanks, tunnels, mineral excavations or shafts be permitted upon, in or within any portion of the Properties. No derricks or other structures for use in the boring or drilling for oil, natural gas, minerals or water shall be erected, maintained or permitted upon, in or within any portion of the Properties.

ARTICLE XXXIII. NO CESSPOOLS

No privy, cesspool, or septic tank shall be placed or maintained upon any portion of the Properties.

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ARTICLE XXXIV. FIREARMS, FIREWORKS, PROJECTILES, AND WEAPONS

The discharge of any firearm, including BB guns and pellet guns, within the Subdivision or on adjacent lands owned in whole or in part by Declarant or located within Bluffview Greens Planned Unit Development, is strictly prohibited and each Owner shall ensure that his guests and family members do not violate such prohibition. Additionally, there is prohibited the use of any bow and arrow, slingshot, or other launching or catapulting device except strictly within the confines of a Lot and not involving the hunting or killing of any animal.

ARTICLE XXXV. REAR LOAD LOTS

Notwithstanding anything herein contained to the contrary, Lots 12 through 23, of Block 6, shall be rear loaded with the garages for the Living Units situated thereon facing the alley to the rear of such Lots, rather than the street fronting such Lots. With respect to such Lots, no curb cuts will be made thereupon to the street fronting such Lots.

ARTICLE XXXVI. NUISANCES

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No Owner or occupant shall perform any work that will impair the structural soundness or integrity of another Living Unit or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Living Units or their Owners or residents. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (except reasonable security or landscape lighting that has approval of the Architectural Review Committee). No exterior speakers, horns, whistles, bells or other sound devices (except security devices such as entry door and patio intercoms used exclusively to protect the Lot and improvements situated thereon) shall be placed or used upon any Lot.

ARTICLE XXXVII. RESERVATION OF ACCESS DESIGNATION BY DECLARANT ON LOTS 42 and 43

Notwithstanding any other provisions herein contained to the contrary, Declarant reserves the right to designate either or both of Lot 42 or Lot 43 of Block 5, or any portion thereof, for use as a means of vehicular and pedestrian access between the Subdivision and an adjoining unit of the Bluffview Estates Subdivision situated to the east of such two (2) Lots. By acceptance of a deed to a Lot, each Owner acknowledges that such Owner understands that either or both of said Lots 42 and 43, or any portion thereof may be used for vehicular and pedestrian access, and that Declarant may convey same to the Association. Once the construction of a Living Unit is commenced on each of such two (2) Lots, however, such event shall have the legal effect of negating and terminating for all purposes Declarant's right to thereafter so designate or use that Lot upon which construction of a dwelling has commenced for such specified access purposes.

ARTICLE XXXVIII. OWNER'S ACKNOWLEDGMENT

Each Owner shall comply with all ordinances, statutes, or regulations affecting the Properties enacted by any governmental authority. Each Owner is responsible for ascertaining all such requirements and prohibitions with respect to his Lot and, by acceptance of a deed to a Lot, agrees to abide by the same. No statement herein, nor action by the Declarant, Committee, or Association shall act to relieve an Owner from such duty of compliance.

ARTICLE XXXIX. ADDITIONAL OBLIGATIONS OF BUILDERS AND CONTRACTORS

By acceptance of a deed to a Lot, or initiating construction of a residence or improvements to a Lot, each Builder Member and contractor assumes 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.). The foregoing reference is made for the benefit of builders and contractors and do not in any way limit the terms and requirements of this covenant and the requirement that all Builder Members 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 Builder Member and contractor, by acceptance of a deed to a Lot or undertaking the making of improvements to a Lot, holds harmless and indemnifies Declarant from and against cost, loss, or damage occasioned by the failure to abide by any applicable governmental statute, rule, regulation or permit related to the Properties.

ARTICLE XL. REMEDIES OF DECLARANT AND THE ASSOCIATION

By acceptance of a deed to a Lot, each Builder Member and 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 or Builder Member has been given fifteen (15) days' prior written notice and has failed to remedy the complained of violation within such time, and each such Owner and Builder Member 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 or Builder Member 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 XLI. AMENDMENT AND VARIANCE

This Declaration may be amended until January 1, 2010, by written instrument executed by the Owners of ninety percent (90%) or more of the residential Lots comprising the Properties upon recording of such written instrument in the Official Public Records of Real Property of Bexar County, Texas, provided that until such date no amendment hereto shall be effective unless approved and executed by Declarant. After January 2, 2010, this Declaration may be amended in like manner by ninety percent (90%) of the Owners of residential Lots comprising the Properties, but the approval and joinder of Declarant shall not be required after said date. Notwithstanding the foregoing, Declarant shall have the right to file an amendment to this Declaration without the necessity of joinder by any other Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, or removing any contradiction in the terms hereof.

The Architectural Review Committee shall have the right to grant a variance from the objective requirements hereof relative to minor deviations or infractions hereof or in such situations as it shall determine necessary to avoid an unduly harsh effect or expense of compliance with the terms hereof or to prevent any Lot, or significant portion thereof, from being unusable. Each request for variance must be in writing and must be specifically approved in writing. No presumption of approval of a request for variance shall arise with the mere passage of time or inaction on the request.

ARTICLE XLII. 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 XLIII. INTERPRETATION

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

ARTICLE XLIV. 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 XLV. 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 herein apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

EXECUTED effective this 3rd day of November, 1997.

DECLARANT:

BLUFFVIEW PARTNERS, LTD.,
a Texas limited partnership

By its General Partner:

Folsom Properties, Inc., a Texas corporation

By: _____
Name: Haddon O. Winckler
Title: Exec Vice Pres.

STATE OF TEXAS §
~~DALLAS~~ §
COUNTY OF ~~BEXAR~~ §

This instrument was acknowledged before me on November 3, 1997, by Haddon O. Winckler, Executive Vice President of FOLSOM PROPERTIES, INC., a Texas corporation, on behalf of said corporation, and the corporation acknowledged this instrument as partner on behalf of BLUFFVIEW PARTNERS, LTD., a Texas limited partnership.

[NOTARY'S SEAL]

KATHY TIMMONS
Notary Public
State of Texas
Commission Expires 4-12-98

_____
Notary Public, State of Texas

Exhibits:

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Exhibit A - Legal Description of the Subdivision

AFTER RECORDING, RETURN TO:
Mr. Richard L. Kerr
Gresham, Davis, Gregory, Worthy
& Moore, P.C.
112 East Pecan Street, Ninth Floor
San Antonio, Texas 78205-1542

EXHIBIT A

(LEGAL DESCRIPTION OF SUBDIVISION)

Lot 1 and Lots 21-39, Block 3, New City Block 17035; Lots 12-22 and Lots 26-54, Block 5, New City Block 17035; and Lots 12-23, Block 6, New City Block 17035; all such lots being located in Bluffview Greens Unit II Planned Unit Development according to a plat thereof recorded in Volume 9538, Pages 167-9 of the Deed and Plat Records of Bexar County, Texas, together with all other property covered by such plat.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or 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:

NOV 18 1997

COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in:
BEXAR COUNTY, TX
BERRY RICKHOFF, COUNTY CLERK

On Nov 18 1997
At 2:10pm DG

Receipt #: 81893
Recordings: 41.00
Doc/Mgmt : 6.00

Doc/Num : 97- 0163680

Deputy -Deborah Greiner

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RECORDERS MEMORANDUM

At time of recordation this instrument was found to be inadequate for good photographic reproduction due to: illegibility, carbon or photo copy, discolored paper, deterioration, etc.)