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AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONSOFOAKWELL FARMS UNIT 8A, PLANNED UNIT DEVELOPMENTAND ANNEXATION TO OAKWELL FARMS HOMEOWNERS ASSOCIATION

(Superseding and Replacing Prior Covenants)

STATE OF TEXAS

COUNTY OF BEXAR

THIS DECLARATION, made on the date hereinafter set forth by OAKWELL UNIT 8A, LTD., hereinafter referred to as "Declarant" as prescribed by instrument filed of record at Volume 2577, Page 1231, Official Public Records of Real Property, Bexar County, Texas.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in San Antonio, Bexar County, Texas, which is more particularly described as follows:

Lots 212-236, Block 2, New City Block 17182, OAKWELL FARMS UNIT 8A PLANNED UNIT DEVELOPMENT, San Antonio, Bexar County, Texas, according to plat thereof recorded at Volume 9526, Page 168, Plat Records, Bexar County, Texas

WHEREAS, the above-described real property has been previously impressed with certain covenants, conditions, and restrictions filed of record in the Official Public Records of Real Property, Bexar County, Texas at Volume 2577, Page 1231, which said covenants, conditions, and restrictions contemplate the subdivision and development of the above-described real property and provide for the creation of Oakwell Farms Homeowners Association for the purposes herein set forth; and

WHEREAS, Declarant desires to create thereon a residential community with designated "Lots" and "Common Facilities" (as those terms are defined herein) for the benefit of the present and future owners of said Lots; and

WHEREAS, Declarant has subdivided the above-described real property as shown by the map and plat of such subdivision, which map and plat has heretofore been filed as the true and correct survey, map, and plat thereof, and which subdivision shall be effectively known as OAKWELL FARMS UNIT 8A PLANNED UNIT DEVELOPMENT; and

WHEREAS, Declarant desires to ensure the preservation of the values and amenities in said community and for the maintenance of said Common Facilities, and to this end desires to further subject the above-described real property, together with such additions as may hereafter be made thereto as herein provided, to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each of the owners thereof; and

WHEREAS, Oakwell Farms Homeowners Association, a Texas non-profit corporation, has been formed to maintain and administer the Common Facilities of the various common areas lying within the master plan of Oakwell Farms Planned Unit Development Subdivision, including the Properties, and to administer and enforcing the covenants and restrictions thereon and to collect, administer and disburse assessments and charges thereon; and

NOW, THEREFORE, Declarant declares that the real property above-described and known as OAKWELL FARMS UNIT 8A PLANNED UNIT DEVELOPMENT is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth which covenants, restrictions, easements, charges, and liens shall supersede and replace all prior filed restrictive covenants including those filed of record at Volume 2577, Page 1231, Official Public Records of Real Property, Bexar County, Texas, as to the above described property only.

ARTICLE I

DEFINITIONS

Section 1. 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 OAKWELL FARMS 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 and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration under the provisions of Article III, Section 2 hereof.

(c) "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. By way of illustration, Common Facilities may include, but not necessarily be limited to, the following: private streets, signs, fountains, statuary, swimming pool, and adjacent buildings, tennis courts, landscaping, walls, dike, bridges, safety lanes, trails, green belts, and other similar or appurtenant improvements.

(d) "Lot" shall mean and refer to any of the plots of land numbered 212-236, in Block 2, New City Block 17182, on the Subdivision Plat.

(e) "Subdivision Plat" shall mean and refer to the map or plat of OAKWELL FARMS UNIT 8A PLANNED UNIT DEVELOPMENT filed for record in Volume 9526, Page 168, Map and Plat Records of Bexar County, Texas.

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

(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) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article IV, Section 1, hereof.

(i) "Builder Members" shall mean and refer to those members approved by Declarant, its successors and assigns, for construction of residences within the Properties and owning one or more Lots for the purpose of such construction and sale to others.

(j) "Declarant" shall mean and refer to Oakwell Unit 8A, Ltd., and its successors and assigns.

(k) "Tobin" shall mean and refer to TOBIN PROPERTIES, a Texas general partnership composed of Robert Batts Tobin, Individually and as Independent Executor of The Estate of Margaret Batts Tobin, Deceased, and Arnold Swartz, Leroy G. Denman, Jr., and Ameritrust, Trustees for Robert Batts Tobin Trust, and their respective successors, assigns, executors, administrators, and personal representatives. In the event of the death or incapacity of Robert Batts Tobin and with regard to and right of duty hereunder requiring or allowing any action by Robert Batts Tobin, his duly qualified and appointed executor, administrator, guardian, or personal representative, as applicable, shall have all rights and powers hereunder reserved to Robert Batts Tobin.

(l) "Architectural Control Committee" and "ACC" shall mean and refer to the committee appointed by Declarant and Tobin in the manner and for the purposes set forth in Article VII hereof.

(m) "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.

ARTICLE II

RESERVATIONS, EXCEPTIONS, DEDICATIONS, SIDEWALKS, ZONING CHANGES

Section 1. The subdivision Plat dedicates for use as such, subject to the limitations set forth herein, certain streets and easements shown thereon, and such Subdivision Plat further establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. All dedications, limitations, restrictions and reservations shown on the Subdivision Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant, conveying said property or any part thereof.

Section 2. Damages. Neither Declarant nor the Architectural Control Committee nor any member of the Architectural Control Committee shall be liable for any damages done by any utility company or their assigns, agents, employees or servants, using any easements, whether now or hereafter in existence, (located on, in, under or through the Properties) to fences, shrubbery, trees or flowers or other property now or hereinafter situated on, in, under, or through the Properties.

Section 3. Certain Easements. Each Lot shall be subject to an easement two and one-half feet (2.5') wide for encroachments created by construction, settling and overhang of structures constructed by third parties. Additionally, there is hereby created a right of ingress and egress across, over, and under the Properties for the sole purpose of installing, replacing, repairing, and maintaining all facilities for utilities, including, but not limited to water, sewer, telephone, electricity, gas, and appurtenances thereto.

Section 4. Sidewalks. The Owner of any individual Lot or Lots shall construct or cause to be constructed, at his or their own expense, a sidewalk, in conformity with the plan for sidewalks (which plan shall include the design thereof) which shall be approved by the Architectural Control Committee and with any subdivision plan which may be filed of record in the Real Property Records of Bexar County, Texas. All sidewalks shall be at least four feet (4') wide and shall be broom finished concrete. The Owner or Owners of each Lot shall also be the Owner or Owners of

the portion of a sidewalk which traverses his Lot, and shall, by acceptance of a deed to his Lot or Lots, covenant to keep such portion in good repair. Each Owner shall execute any and all instruments necessary to grant an easement to the public for the use of the sidewalks.

Section 5. Zoning Changes. No change in the zoning of the Properties will be applied for nor in any way be effective with respect to the Properties without the prior written approval of Declarant.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS OR MODIFICATIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is that certain Lots 212-236, Block 2, New City Block 17182, as recorded in Volume 9526, Page 168, Plat Records of Bexar County, Texas, which has heretofore been platted under that certain residential subdivision known as OAKWELL FARMS UNIT 8A PLANNED UNIT DEVELOPMENT, according to the Subdivision Plat, or any subsequently recorded replat of said subdivision, all of which real property is sometimes hereinafter referred to as the "Existing Property."

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manners:

(a) Additions by Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of this Declaration and without the consent of Members additional properties in future stages of the development, and within ten (10) years from the date of this instrument; provided that such additions are in accord with the General Plan of Development known as Oakwell Farms Master Plan. Unless otherwise stated therein, such General Plan shall not bind the Declarant, its successors and assigns, to make any additions proposed, or to adhere to the Plan in any subsequent development of a tract of land once proposed as an addition to the Existing Property but not so added. Any additions authorized under this and the succeeding subsections shall be made by filing of record an Amended or Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property, and the execution thereof by the Declarant and Tobin shall constitute all requisite evidence of the required approval thereof. Such Amended or Supplementary Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be applicable to the additional lands and are consistent with the approved General Plan. In no event, however, shall any such Amended or Supplementary Declaration revoke, modify or add to the covenants established by this Declaration as they are applicable to the Existing Property.

(b) Other Additions. Upon the approval of the Association by a two-thirds (2/3) vote of each class of its Members, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions upon the written submission by the proponent thereof of the following:

(1) The proposed property shall be described by size, location, proposed land use, and general nature of proposed private improvements;

(2) the proponent shall describe the nature and extent of Common Facilities within the proposed property;

(3) the proponent shall state that the proposed additions if made will be subject to all Association assessments.

(c) Mergers. Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association shall administer the covenants and restrictions applicable to the properties of the association as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

(d) Amendment. This Declaration may be amended until January 1, 2005, by written instrument executed by ninety percent (90%) or more, of the Lot Owners, and thereafter, by written instrument executed by seventy-five percent (75%), or more, of the Lot Owners. No Amendment shall be effective until approved and executed by Tobin and filed of record in the Official Public Records of Real Property, Bexar County, Texas. Notwithstanding the foregoing, Declarant and Tobin 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, removing any contradiction in the terms hereof, or for the purpose of making such additions or amendments hereto as may be required by FHA, HUD or VA to qualify the Properties for mortgage guaranties issued by FHA and/or VA.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. 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.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners as defined in Section 1 with the exception of the Declarant and Builder Members. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership for Section 1 of this Article. 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. Class B Members shall be the Declarant and Builder Members. Class B Members shall be entitled to three votes for each Lot in which they hold the interest required by Section 1 of this Article, 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, 1999.

From and after the happening of these events, whichever occurs earlier, the Class B Members shall be deemed to be Class A Members entitled to one vote for each Lot in which they hold the interest required for membership under Section 1 of this Article.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON FACILITIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article V, every Member shall have a common right and easement of enjoyment in and to the Common Facilities and such right and easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Title to Common Facilities. The Declarant may retain the legal title to the Common Facilities until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same, but notwithstanding any provision herein, the Declarant hereby covenants, for itself, its successors and assigns that it shall convey the Common Facilities to the Association, not later than September 1, 1993.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The rights and easements existing or hereafter created in favor of others as provided for in the Subdivision Plat and/or in Article II hereof.

(b) The rights of the Association, once it has obtained legal title to the Common Facilities, as provided in Section 2, above, to do the following:

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

(2) to take such steps as are reasonably necessary to protect the above-described properties and facilities against foreclosure; and

(3) to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of the published rules and regulations; and

(4) to assess and collect the assessments provided for herein or elsewhere and to charge reasonable admission and other fees for the use of the Common Facilities; and

(5) to dedicate or transfer all or any part of the Common Facilities to any public agency, authority, or utility for such purposes and subject to such conditions as may be approved by a two-thirds (2/3) vote of the Members.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The 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.

Section 2. Purpose of Assessments. 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.

Section 3. Basis and Maximum of Annual Assessments. 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 made. The maximum annual assessment for improved Lots and maximum annual assessment for unimproved Lots may be increased by vote of the Members as provided in Article VI, Section 5, hereof. 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 by the Owner, whichever first occurs. The annual assessments for unimproved Lots shall be one-fourth (1/4) the annual assessment for improved Lots.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments provided for in Section 3, 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 each 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.

Section 5. Change in Basis and Maximum of Annual Assessments. For all annual assessments accruing after January 1, 1994, the maximum annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above that of the previous year without a vote of the membership. Any increase in the maximum annual assessment of more than ten percent (10%) above that of the 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.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action by Members authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent 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 in Section 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (½) 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.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of June, 1993. The first annual assessments shall be made for the balance of the year 1993. 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 which may be levied on a Lot for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bear to twelve. When a Lot becomes an improved Lot after the annual assessment for it as an unimproved Lot has been paid, 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 balance of the year then remaining. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. In January of each year, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for such 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. 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.

Section 9. Effect of Non-Payment of Assessments; The Lien; Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof) then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association may bring an action at law against the Owner to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all reasonable expenses of collection including the costs of preparing and filing the complaint, reasonable attorney's fees and costs of suit.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the

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lien of any mortgage or mortgages now or hereinafter 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, or any other proceeding in lieu of foreclosure. 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.

Section 11. Exempt Property. The charges and liens created herein shall apply only to the Lots, and the remainder of the Properties shall not be subject thereto.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Approval of Plans. No building, structure, fence, wall, landscaping, recreational facilities of any kind, or other improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to harmony of external design, color and location and as to compliance with minimum standards in relation to property lines, easements, grades, surrounding structures, walks, topography and all other matters related thereto by the Architectural Control Committee, (sometimes hereinafter referred to as the "Committee"), which Committee shall be comprised of two members only, the first of whom shall be Arnold Swartz and the second of whom shall be Lloyd A. Denton, Jr. The Board of Directors of the Homeowners Association may fill vacancies on the Committee by appointment to the Committee providing it shall first give thirty (30) days written notification to Declarant of its intent to do so and further providing the vacancy or vacancies in Committee membership are not cured by designation of Declarant within such thirty (30) day period. With respect to any matter coming before the Committee, to constitute an approval of the Committee, the approval of both of said members of same shall be required. However, in the event of a tie vote on any matter coming before the Architectural Control Committee, a third party, mutually acceptable to both of said members, shall serve on an ad-hoc basis as an additional member ("Additional Member") of the Committee on the matter resulting in such tie vote. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, materials, structural detail, elevations, landscaping detail, and the nature, kind, shape, heights, exterior color scheme, and location of the proposed improvements or alterations thereto. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with. The Architectural Control Committee shall be the sole authority for determining whether proposed structures and modifications of proposed structures comply with applicable covenants, conditions, and restrictions and are in harmony of external design with existing structures and the overall plan of development of the Properties. Among other matters, the Committee shall consider the proposed topography, finished grade elevation, and the general appearance of the proposed improvements as may be determined from the front, rear, and side elevations on submitted plans. The Committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built on, in and/or within the Properties and, to the extent possible, ensure the harmonious development of the Properties in conformity with the common plan and design. The Committee is not required to police or enforce compliance with such considerations as minimum size,

setbacks, or other specific, objective construction requirements. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee, or any of its members, be subject to suit by anyone for damages.

The Architectural Control 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 ACC may, from time to time, in its sole discretion, permit an owner to construct, erect or install a dwelling which is in variance from the covenants, restrictions or architectural standards which are provided in this Declaration. In any case, however, the dwelling 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 of any variance to an owner. No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. Each request for a variance submitted hereunder shall be reviewed independently of similar and the grant of a variance to any one Owner shall not constitute a waiver of the Committee's right to deny a variance to another Owner. The decisions of the Architectural Control Committee with respect to variances shall be final and binding upon the applicant.

Section 2. Approved Contractors. No construction of any building, fence, wall, recreational facilities, landscaping or other structure or improvements shall be commenced on, in, or within the Properties until the primary contractor to perform such construction shall have been approved in writing by the Architectural Control Committee. In the event that the Committee fails to approve or disapprove a written request for the approval of a primary contractor to perform such construction within twenty (20) days after such request is submitted to it, such approval will not be required, and the provisions of this Section will be deemed to have been fully complied with.

Section 3. Other Matters. All matters requiring approval of the Architectural Control Committee whether or not specifically addressed hereinabove or hereinbelow shall require that such approval be in writing, and, with respect to all such matters requiring such approval, in the event the Committee fails to approve or disapprove any of such matters within twenty (20) days after written submission thereof to the Committee, approval will not be required, and the requirement that such approval be obtained shall be deemed to have been fully complied with.

ARTICLE VIII

USE RESTRICTIONS

Section 1. The Properties shall be used only for the development of first-class private single-family residences, and Common Facilities serving the Owners and residents thereof.

Section 2. New Construction Only, Etc. Except as approved by the Architectural Control Committee for buildings of historical merit, any and all structures, fences, walls, recreational facilities or other improvements erected, altered or placed on any portion of the Properties shall be of new construction and shall be built in place. No prefabricated dwelling or building previously constructed elsewhere may be placed or maintained on any Lot. Except as provided in Section 8 of this Article, no structure of a temporary character, including, but not limited to, trailers, mobile homes, tents, shacks, garages, barns, storage sheds, or other out buildings shall be used anywhere on, in, or within the Properties at any time.

During the construction period of a residence, the Owner and the contractor (of any) constructing the residence shall be required to maintain and use (1) one or more dumpsters sufficient in size and number for the disposal of all trash and construction debris associated with the construction and (2) one or more sanitary bathroom facilities sufficient to accommodate the needs of all persons working in connection with the construction of the residence. During this construction period, an out-building of a temporary nature may be used for purposes of storage. All such temporary facilities are subject to approval by the ACC and shall be placed and maintained where not visible from any adjoining street or Common Facilities and shall be removed promptly after completion of construction.

Section 3. No Nuisances. No nuisance shall ever be erected, caused or suffered to remain upon any portion of the Properties nor shall an Owner's, resident's or other party's use of the Properties, or any portion thereof, whether same be a Lot, part of the Common Facilities or otherwise, endanger the health or disturb the reasonable enjoyment of any other Owner or resident or visitor of or to the Properties.

Section 4. 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 a 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 terms "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 to allow domestic servants to be domiciled with an owner or resident.

Section 5. Maximum Height. No building or structure erected, altered or placed on, within or in the Properties shall exceed forty-four feet (44') 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 building and structures shall, at all times, be complied with. Neither shall any such building or structure contain less than eighteen hundred contiguous square feet of living area exclusive of open or screened porches, terraces, patios, driveways, carports, garages, and living quarters for domestic servants separated or detached from the primary living area.

Section 6. Placement of Structures on Lot. Subject to more stringent requirements hereinafter set forth, no building or other structure shall be located on any Lot nearer to the front Lot line nor nearer to the side street line than the minimum building setback lines shown on the Subdivision Plat. In any event, no building or other structure with a side loading garage shall be located on any Lot nearer than five feet (5') to nor further than forty feet (40') from the front Lot line, nor nearer than five feet

(5') to an interior Lot line. The two (2) side yards of each Lot shall total a minimum of ten feet (10'), and in no case shall any side yard be less than five feet (5') except a detached garage or out-building, provided same is specifically allowed by this Article VIII, may be erected no nearer than three feet (3') to the inside Lot line. No building or other structure shall be located on any Lot nearer than ten feet (10') to the rear Lot line. Notwithstanding the foregoing, in order to better ensure the privacy and enjoyment of Lots 89-97, Oakwell Farms Unit 2, Lots 214-218 shall have the following special requirements for construction and placement of structures:

- A. A twenty-five foot (25') rear building setback line.
- B. A fifty foot (50') rear building setback for any second stories.
- C. A twelve foot (12') rear setback for swimming pools or any outbuildings.
- D. No second story windows facing said Lots 89-97.

For the purpose of these covenants, eaves, steps and open porches shall not be considered as part of a building; provided, however, that the foregoing shall not be construed to permit any portion of a building to encroach upon another Lot.

No garages on Lots adjoining Wickham Wood Street shall be constructed to face Wickham Wood Street.

Section 7. Signage. Except as otherwise provided for in Section 31 hereof, no advertising signs or billboards of any kind, shall be placed or permitted to remain on, in or within the Properties. 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 by the Architectural Control 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 shall 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. 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.

Section 8. Temporary Facilities and Outbuildings. Notwithstanding the other provisions of this Article VIII, Declarant reserves unto itself and Builder Members authorized by it in writing, the exclusive right to erect, place, and maintain such facilities in or upon any portions of the Properties as it may determine, in its sole discretion, determine necessary or convenient while selling Lots, selling or constructing residences, and constructing other improvements upon the Properties. In addition, each Owner shall have the right to erect, place, and maintain on his Lot such temporary facilities as may be necessary or convenient for construction of a residence thereon (subject to the provisions of Article VIII, Section 2, above) and each such Owner shall have the responsibility to provide certain temporary facilities as above provided in Article VIII, Section 2. 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 a

residence within the Properties. The size, design, appearance, and location of all such authorized temporary facilities shall still be subject to ACC approval and direction.

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 ACC as to materials, size, placement and screening from greenbelts, common areas, adjacent Lots and streets. In no instance shall an outbuilding exceed one (1) story in height other than a detached garage, 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. The Architectural Control Committee shall have the power to waive one or more of the foregoing requirements with respect to outbuildings but shall have no duty to do so and advises all Owners that no such waiver or variance may be presumed, even if granted to another Owner in a similar instance.

Section 9. 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 (one (1) year old 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.

Section 10. Accumulation of Trash and Rubbish. Except as provided in Section 8 of this Article, no trash, rubbish, garbage, manure, putrescible matter or debris of any kind shall be dumped or permitted to accumulate on any portion of the Properties. All rubbish, trash, or garbage shall be kept in sanitary refuse containers with tightly fitting lids, and, except as necessary for purposes of effecting garbage pickup, said containers shall be kept in an area of the Lot adequately screened by planting or fencing.

Reasonable amounts of construction materials and equipment may be stored upon a Lot or the Common Facilities by the Owner thereof for reasonable periods of time during the construction of improvements thereon.

Section 11. Antennas. No television or radio antennas higher than six feet (6') or greater than five feet (5') in diameter or width at its widest point shall be placed, allowed or maintained on any Lot or on any portion of the exterior of any building or other structure located on any Lot or any other portion of the Properties. No satellite dish or dish may be placed on a Lot without being fully screened so as to not be visible from adjacent Lots or any streets or common areas.

Section 12. Solar Panels and Systems. No solar panels, solar roof tiles, or solar heating or electrical system or similar apparatus shall be placed in or upon any Lot without the prior approval of the 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.

Section 13. Outside Parking and Storage. No boat, trailer, camping unit, or self propelled or towable equipment or machinery of any sort shall be parked for storage on any Lot except in a closed garage, in an area in which such item cannot be viewed from any street, or in an area adequately screened by planting or fencing, nor shall any truck, camper, boat, trailer, equipment, or

machinery 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 such additional rules and regulations relating to the parking and storage of vehicles, equipment, and other property, both on Lots and the Common Facilities, as it may from time-to-time deem necessary to ensure the preservation and appearance of the subdivision as a first class residential neighborhood and such rules and regulations shall, when promulgated, be in all respects binding on and enforceable against all Lot Owners, provided, however, no such additional rules or regulations shall in any manner revoke or relax any of the restrictions in 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.

Notwithstanding the foregoing, no vehicle, machinery, or equipment of any type whatsoever shall be parked or kept on Wickham Wood.

Section 14. Landscaping, Etc. All landscaping, foundations, statuary, mailboxes, house numbers, sidewalks, driveways, lighting or other improvements on any Lot which are not concealed from view from every other Lot, other portions of the Properties or from any street must be harmonious and in keeping with the overall character and aesthetics of the Properties. To this end, the plans therefor shall be submitted to the Architectural Control Committee for its approval, or disapproval prior to the construction, alteration and/or placement of such items. No railroad ties, exposed aggregate or pebble-finish surfaces, decorative white marble chips, topiary or "poodle" shrubbery, or plastic, vinyl, metal, rubber or painted plaster articles and/or devices shall be used on any Lot, including on any house, where visible from another Lot.

Section 15. 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.

Section 16. No Cesspools. No privy, cesspool, or septic tank shall be placed or maintained upon any portion of the Properties.

Section 17. 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 than twelve thousand (12,000) square feet of land. Provided, however, that the Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for, all assessments theretofore applicable to the Lots which are consolidated.

Section 18. 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.

Section 19. Maintenance of Yards, Etc. The Owners of all Lots shall at all times keep weeds, grass, shrubbery and trees thereon cut in a sanitary, healthful, and attractive manner; provided, however, that no tree measuring four inches (4") or more

in diameter, measured twelve inches (12") above the ground, or, for multi-trunk trees, a total of six inches (6") in diameter, measured twelve inches (12") above the ground, shall be removed or cut without the written approval of the Architectural Control Committee. Lot Owners shall also be required to provide and allow safe and adequate drainage within their Lot including, but not limited to, with respect to building, maintaining or constructing fences, walks, landscaping, or any other obstruction which may divert, impede, or cause to back up run-off water coming not only from their respective Lot but also from other Lots.

Section 20. Yards and Concrete. No more than ten percent (10%) in area of the front yard area of any Lot, excluding driveways and sidewalks, may be covered by rock or material other than dirt or vegetation except for such driveways and sidewalks as have been approved by the Architectural Control 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. All sidewalks and all driveway approaches shall be broom finished concrete and not a pebble finish. All driveways shall be broom finished concrete unless otherwise approved by the Architectural Control Committee but shall not be a pebble finish. All the concrete surfaces shall be of a finish approved by the Architectural Control Committee.

Section 21. Fences. Unless otherwise approved by the Architectural Control Committee, all fences shall be vertical one inch (1") by four inch (4") six foot (6') high cedar privacy fences, subject to standard variances of materials. Masonry columns may be used subject to approval by the Architectural Control Committee. Such a fence, or other type fence approved by the ACC, shall be provided by the contractor from the front face of each building or other structure to the interior property lines of each Lot upon completion of construction of each building or other structure. The contractor shall provide similar cedar fencing, or, if applicable, fencing similar to that which is approved by the Architectural Control Committee, for the rear property line of all Lots bounded by pedestrian pathways. This type of fence, or other fencing approved by the Architectural Control Committee, shall also be built by the contractor upon property lines bordering drainage easements having concrete drainage structures and corner lots abutting a street or public right-of-way. In no case shall any fence encroach on the front building set back. The smooth side of all wood fences shall always face adjoining streets, greenbelts, common areas, or public right-of-ways.

On Lots 212, 213, 225, 226, and 236, a side fence shall be required along the side adjoining Wickham Wood. On Lots 212, 213 and 214, a rear or side fence shall be required for the property lines adjoining the common area.

Section 22. Roof Pitch. All roofs shall have a slope of 3:12 or greater, except for patio covers or other conditions which may be approved by the Architectural Control Committee. Unless otherwise approved in writing by the Architectural Control Committee, roof overhangs shall be measured perpendicular to the outside face of the exterior stud wall and shall be as follows:

- (1) Roofs with a pitch equal to or less than 9:12 shall have a two foot (2') minimum overhang.
- (2) Roofs with a pitch greater than 9:12 shall have an eighteen inch (18") minimum overhang.

Section 23. Roofing. All roof materials and seams shall be (i) metal, left natural or painted a color approved by the Architectural Control Committee, using standing or battened seams, or (ii) ceramic or concrete tile of a color approved by the ACC. Only one type of roof material and seam may be used on any structure. Barrel-style tile is not permitted.

The Sub-Roof shall be constructed with a minimum of one-half inch (½") plywood sheets with a normal felt and rosin paper underlayments below the roof.

Section 24. Roof Forms, Gutters. All roof forms must be approved by the Architectural Control Committee. Gutters and downspouts must be provided on roofs which drain water onto the yard of an adjacent lot or any improvements located thereon.

Section 25. Insulation. All ceilings, except garages, shall have no less than R-19 rated batt insulation or comparably rated insulation material. All exterior walls, except garages, shall be no less than R-11 batt insulation or comparably rated insulation.

Section 26. Windows and Glass. All windows shall be wood or factory or job-finished painted metal windows and shall be white, beige, or stained or painted in a color compatible with the exterior color of the residence and approved by the Architectural Control Committee. Anodized and bronze frames are specifically prohibited. The design of windows may be double or single hung, casements or projecting, except that, as necessary, in areas such as bathrooms and kitchens, sliding windows may be used. All glass in exterior windows shall be of a color and type approved by the Architectural Control Committee. No bronze colored, reflective, or mirror type glass is permitted, nor shall blockglass be use except in locations where not visible from the street fronting the Lot.

On Lots 214-218, inclusive, no second story windows shall be permitted on rear side of any residence or outbuilding, nor shall any second story window be permitted from which there is a view of any of Lots 89-97, inclusive, Oakwell Farms Unit 2, Planned Unit Development.

Section 27. Masonry. Minimum masonry or stucco shall be sixty percent (60%), provided, however, that in any event and in all cases, all applicable ordinances, regulations and/or statutes with respect to the amount of masonry required on exteriors shall be complied with. The percentage of masonry shall be calculated by the total area of the exterior walls exclusive of windows and other glass areas. Except as otherwise provided below, Brick shall be natural or earth tone in color and shall meet the minimum standards required by the City of San Antonio and all other applicable law. Such brick shall be laid up with white portland cement flush-sacked mortar joints of a thickness of not less than one-half inch (½").

Alternate earth-tone brick of a darker hue than the aforementioned colors may be utilized with the approval of the Architectural Control Committee and shall be laid up with flush-sacked mortar joints of a thickness not less than one-half inch (½"). Said mortar joints shall always be warm-colored and lighter in hue than the alternate brick used.

All stucco shall be sand-finished in off-white or warm earth-tone colors. All masonry and stucco, including the color thereof, must be approved by the Architectural Control Committee.

Rockwork shall be limited to structural and apparently structural limestone within a uniform color range of white to cream, or cream to gray. No polygonal or "cobweb" veneer may be used. Patterns can include coursed and roughly squared, coursed ashlar, or random ashlar. All individual rock units shall be no less than four inches (4") high and/or six inches (6") long, nor any larger than sixteen inches (16") high and/or thirty inches (30") long. All non-dimensioned rock units must be roughly squared vertically with flush sacked mortar joints of a minimum of one-half inch (½"), with all vertical joints being offset from adjacent courses. Allowable textures include quarry-faced, field-dressed, crandalled, pean-hammered, plucked, shot-sawed, gang-sawed, rusticated or pitch-faced, tooth-chiseled, hand tooled, boasted or

bush hammered. No smooth surfaces will be allowed. Corner quoins will only be allowed when using coursed, dimensioned stone. Cut, smooth-finish stone, or cast stone can be used for architectural details such as lintels, window hoods, sills, copings, base courses, string courses, belt courses, window and door frames, cornices, standing gable end and other details as approved by the Architectural Control Committee.

No ground to roof pilasters will be allowed as indiscriminate design elements.

Section 28. Siding. Subject to the limitations imposed by Section 27, wood siding may be used. All other siding materials, and all siding colors, must be approved by the Architectural Control Committee.

Section 29. Paint and Stain. All exterior colors shall be light, natural-weathered wood hue or earth tone and shall be harmonious with the masonry color of the living unit.

Section 30. Exterior Lighting. Exterior light fixtures shall be provided at the front door of each residence; provided, however, that no light fixture or lantern of any type shall be placed in the front yard, or in the back yard if same is visible from any other portion of the Properties or any streets, of any Lot until same has been approved by the Committee.

Section 31. Professional Signs. No sign of any kind shall be displayed to the public view on any portion of the Properties, except that one (1) sign of not more than five (5) square feet advertising a residence located on, in or within the Properties for sale or rent, or used by a builder to advertise a residence for sale during the construction and sales period.

Section 32. Drainage and Grading Plan. 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 ACC and the City of San Antonio's City 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 "A". 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 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 ACC 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 and grading plan provided for in this Article shall in no way affect any other recorded easement in the subdivision.

ARTICLE IX

GOVERNMENTAL REQUIREMENTS

Section 1. Owner's Acknowledgment. Each Owner is responsible for ascertaining all governmental rules and regulations pertaining to the use of their Lots, especially during the construction period, and ensuring their compliance and the compliance of all contractors and subcontractors working thereon.

Section 2. 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 does 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 Prevention 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 cost, 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 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 five 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.

EXECUTED EFFECTIVE the 12-day of March, 1993.

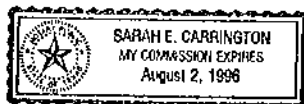
OAKWELL UNIT 8A, LTD.

By Bitterblue, Inc.
General Partner

By: Lloyd A. Denton, Jr.
Its President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 12 day of March, 1993, by Lloyd A. Denton, Jr., President of Bitterblue, Inc., a Texas corporation, General Partner of OAKWELL UNIT 8A, LTD., a Texas limited partnership, on behalf of said corporation and partnership.



Sarah E. Carrington
Notary Public, State of Texas

LIENHOLDER'S CONSENT

The undersigned, being the sole owner and holder of an existing mortgage and lien upon and against the real property known as Oakwell Farms Unit 8A, Planned Unit Development, as more fully described above (the "Properties"), and acting solely as mortgagee and lienholder and at the specific request of the Declarant above named, hereby consents to and joins in this Declaration for the limited purposes herein stated.

The Undersigned hereby joins in the execution of this instrument for the sole purpose of subordinating all liens held by the undersigned to all of the provisions of this Declaration of Restrictive Covenants and Conditions for Oakwell Farms Unit 8A, Planned Unit Development with the exception of Article VI, Section 10 entitled "Subordination of the Lien to Mortgages." Any Owner who accepts title to any of the Properties subject to this Declaration specifically acknowledges that lienholder is not a party to this Declaration except for the sole purpose of subordinating its Liens as above stated, and each Owner who accepts title to any of the Lots hereby specifically and unconditionally releases and discharges said lienholder from any claims or liability with respect to, or arising out of, this instrument except as to actions which may hereafter be taken by lienholder as a successor to the interest and title of Declarant.

SIGNED this 12th day of March, 1993.

LLOYD A. DENTON, SR., TRUST

By: Ann D. Wells
Ann D. Wells, co-trustee

By: Lloyd A. Denton, Jr.
co-trustee

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