

AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF

OAKWELL FARMS, UNIT 9-A PLANNED UNIT DEVELOPMENT

SAN ANTONIO, BEXAR COUNTY, TEXAS

THE STATE OF TEXAS §

COUNTY OF BEXAR §

THIS DECLARATION, made on the date hereinafter set forth by DENTON DEVELOPMENT COMPANY, INC., hereinafter referred to as "Declarant" and joined herein by THE FROST NATIONAL BANK OF SAN ANTONIO, Trustee for the Margaret Batts Tobin Trust, MARGARET BATTS TOBIN, ARNOLD SWARTZ and MBANK ALAMO, N.A. (successor to San Antonio Bank & Trust), Trustees for Robert Batts Tobin Trust, and ROBERT BATTS TOBIN 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 1 - 82, inclusive, Block 10, New City Block 17500, OAKWELL FARMS, UNIT 9-A PLANNED UNIT DEVELOPMENT, San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 9514, Page 192-194 of the Map and Plat Records of 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 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

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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 9-A 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, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the Common Facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessment and charges hereinafter created; and

WHEREAS, OAKWELL FARMS HOMEOWNERS ASSOCIATION has been incorporated under the laws of the State of Texas as a nonprofit corporation for the purposes of exercising the functions aforesaid as to OAKWELL FARMS UNITS 2, 3, 6-A, and 6-B, PLANNED UNIT DEVELOPMENT and Declarant desires to conform the restrictions on use of the herein described real property as necessary for the purpose of subjecting said property and the Owners thereof to the jurisdiction of said OAKWELL FARMS HOMEOWNERS ASSOCIATION;

NOW, THEREFORE, Declarant, and "Tobin" (as that term is hereinafter defined) declare that the real property above described 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

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supercede 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, 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 Supplementary 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: clubhouse, private streets, signs, fountains, statuary, swimming pool, tennis courts, landscaping, walls, dike, bridge, 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 3 - 18 and 20 - 82, inclusive, in Block 10, New City Block 17500, on the Subdivision Plat.

(e) "Subdivision Plat" shall mean and refer to the map or plat of OAKWELL FARMS, UNIT 9-A PLANNED UNIT DEVELOPMENT filed for record in Volume 9514, Pages 192-194 of the Map and Plat Records of Bexar County, Texas, and any amendment thereof upon filing of same for record in the Map and Plat Records of Bexar County, Texas.

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(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) "Declarant" shall mean and refer to Denton Development Company, Inc., and its successors or assigns.

(j) "Tobin" shall mean and refer to The Frost National Bank of San Antonio, Trustee for Margaret Batts Tobin Trust, and Margaret Batts Tobin, Arnold Swartz and MBank Alamo, N.A., Trustees for Robert Batts Tobin Trust, their successors, and Robert Batts Tobin, his heirs, executors, administrators, personal representatives, and assigns. In the event of the death or incapacity of Robert Batts Tobin and with regard to and right or 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.

(k) "Architectural Control Committee" shall mean and refer to the committee created hereafter, subject to the provisions of Article VII hereof, by the Declarant.

(l) "Board of Directors" shall mean and refer to the governing body of the Association, the election and procedures of which shall be as set forth in the Articles of Incorporation and By-Laws of the Association.

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ARTICLE II

RESERVATIONS, EXCEPTIONS, DEDICATIONS, SIDEWALKS, ROSE HEDGE CONSERVATION AREA, ZONING CHANGES

Section 1. Subdivision Plat. 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, their 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. Access Easements. 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 and gas and appurtenances thereto, and any required or permitted fence or wall.

Section 4. Rose Hedge Conservation Area. The Tobin Rose Hedge (the "Rose Hedge") is located to the rear of Lots 52 - 59 inclusive and is hereby established as a conservation easement. Lots 52 - 59 (inclusive) shall respect and conserve the Tobin Rose Hedge. This variable width hedge now serves and shall be maintained, as a physical barrier to movement, as a landscape buffer between community open space and private residential yards, and as

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a habitat for numerous species of wildlife; it shall not be trimmed, pruned, cut-back, penetrated, encroached upon, backfilled with soil, or chemically treated in any way unless otherwise approved in writing by the Architectural Control Committee. Privacy rear fencing shall not be mandated for Lots 50-59, however, any rear fencing that is constructed must be located on a line approved by the Architectural Control Committee and offset from the Rose Hedge sufficiently to allow for a moderate degree of growth into the yard. Side fencing can be brought only so far into the Rose Hedge as necessary to match or overtop the height of the six foot (6') privacy fence within the Rose Hedge itself. Branch groups can be pulled apart through the use of a pair of rope loops to "part" the hedge far enough to finish the extension of side fencing.

Section 5. 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, provided, however, it is specifically contemplated that said plan for sidewalks and subdivision plan may exclude any or all of the Lots from a requirement for a sidewalk. All sidewalks shall be at least three feet (3') wide and shall be broom finished concrete. The Owner(s) of each Lot shall also be the Owner(s) of the portion of a sidewalk which traverses this 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 6. 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 and Tobin.

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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 1 - 82, Block 10, NCB 17500, Oakwell Farms, Unit 9-A Planned Unit Development, Bexar County, Texas, as recorded in Volume 9514, Pages 192-194 of the Map and Plat Records of Bexar County, Texas, which has heretofore been platted under that certain residential subdivision known as OAKWELL FARMS UNIT #9-A 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 prepared and submitted to and approved by the FHA and VA. 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

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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 to be located on 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

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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.

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. 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. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three votes for each Lot in which it holds the interest required by Section 1, provided that the Class B membership shall cease and become

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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, 1995.

From and after the happening of these events, whichever occurs earlier, the Class B Member shall be deemed to be a Class A Member entitled to one vote for each Lot in which it holds the interest required for membership under Section 1.

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 December 1, 1990.

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:

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- (1) to borrow money for the purpose of constructing or improving the Common Facilities and in accordance with the Articles of Incorporation and Bylaws of the Association; and
- (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

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such interest thereon and cost of collection thereof as herein-after 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 being made. The annual assessment for unimproved Lots shall be one-fourth (1/4) the annual assessment for improved Lots. The maximum annual assessment for improved Lots and annual assessment for unimproved Lots may be increased by vote of the Members as provided in Article V, 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.

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 Owner 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

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(30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Annual Assessments. Subject to the limitations of Section 3 hereof, the annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above that of a previous year without a vote of the membership. Any increase in the annual assessment of more than ten percent (10%) above that of a previous year shall require approval of two-thirds (2/3) of the votes of each class of Members voting at a meeting duly called for this purpose.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action 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 (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

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 October, 1986. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment provided for 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

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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. The due dates for payment of annual assessments shall be determined by the Board of Directors of the Association.

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 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

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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 lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, 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 one of whom shall be the designee of Tobin, and one of whom shall be the designee of Declarant. The initial membership of the Committee shall be Arnold Swartz as the Tobin designee and Lloyd A. Denton, Jr. as the Declarant's designee. In the event Declarant, Tobin, or both Declarant and Tobin, fail to appoint a member to the Committee, The Board of Directors of the Homeowners

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Association may fill such vacancy by appointment to the Committee providing it shall first give thirty (30) days written notification to Declarant and Tobin of its intent to do so and further providing the vacancy or vacancies in Committee membership are not cured by designation of Declarant or Tobin 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. Initial submittals to the Committee shall include a site plan, with all pertinent references as to setbacks, easements and legal description, a roof plan, floor plans, and all four elevations. All floor plans shall be submitted, even if previously approved on other Lots. Landscape plans must be submitted for Committee approval before any landscape improvements begin, but may be submitted after architectural submissions. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within twenty (20) 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, landscape elements and/or modifications of proposed structures comply with applicable covenants, conditions, and restrictions, and are in harmony of design with other existing structures and the overall development plan for the Properties.

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The Committee's objective is to prevent unacceptable, unusual, radical, uncommon, curious, odd, extraordinary, bizarre, or peculiar designs in materials 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 development plan and design guidelines. 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.

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.

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ARTICLE VIII
USE RESTRICTIONS

Section 1. The Properties shall be used only for the development of first-class as private single 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, and, except as provided in Section 9 of this Article, no structure of a temporary character, including, but not limited to, trailers, mobile homes, tents, shacks, garages, barns, or other out-buildings shall be used anywhere on, in or within the Properties at any time, except as specifically provided for herein. However, an out-building of a temporary nature may be used for purposes of storage; provided, however, that same shall be placed or located in such manner that it is not visible from the Common Facilities, or any part thereof, or any adjoining streets.

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 busi-

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ness, 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, or within the Properties shall exceed thirty-five feet (35') in height (measured from the top of the foundation to the topmost part of the roof) nor be more than two and one-half (2-1/2) stories in height; provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of building and structures shall, at all times, be complied with.

Section 6. Minimum Area. No single story building or structure shall contain less than fifteen hundred (1500) contiguous square feet of living area for Lots 20 - 45, inclusive, nor less than two thousand (2000) contiguous square feet of living area for Lots 3 - 18 and 46 - 82. No two story structure shall contain less than sixteen hundred (1600) contiguous square feet of living area for Lots 20 - 45, nor less than twenty-two hundred (2200) contiguous square feet of living area for Lots 3 - 18 and 46 - 82. Such minimum area requirements shall 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.

Section 7. Building Setbacks and Wall Easement. A ten foot (10') wall easement is hereby established on Lots 3, 4, 5, 15, 16, 17, 59, 60, 79, 81, 82 for the construction and maintenance of a brick privacy wall, which will separate the aforementioned Lots from Oakwell Farms Parkway, said easement area to be along and into the Lots as measured in from the Property line abutting the Parkway, and approaches to it as depicted on Exhibit "A".

Lots 20 - 45 shall all have side-loading garages setback a minimum of ten feet (10') as measured from the back-of-curb into

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the Lot, to the face of the structure's exterior wall. The Architectural Control Committee may waive this requirement for specific site or design constraints or criteria. Sideyard setbacks on Lots 20 - 45 shall be either: five feet (5') from any Lot on which the residence is constructed or to be constructed with a five foot (5') setback or ten feet (10') on one side and zero feet (0') on the other, which setbacks may be varied in writing by the Architectural Control Committee for good cause shown. All other lots (3 - 18 and 46 - 82) shall have either side or front loading garages set back twenty feet (20') from the front property line for front loading garages and ten feet (10') for side loading garages. Sideyards shall be a minimum of five feet (5') on each side for Lots 3 - 18 and 46 - 82, unless otherwise approved by the Committee. The minimum rear setback for Lots 3-18, 46 - 51, and 60 - 82 shall be fifteen feet (15') Lots 52 - 59 shall maintain rear setback of twenty feet (20') as measured from the average outer edge of the Rose Hedge. Any proposed improvement or encroachments into the Building Setbacks as set forth above must first be approved in writing as a variance by the Architectural Control Committee. Building setback lines are depicted on Exhibit "A" attached.

Section 8. 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.

Section 9. Necessary Temporary Facilities. Notwithstanding the other provisions of this Article VIII, Declarant reserves unto itself and Tobin the exclusive right to erect, place, and maintain such facilities in or upon any portions of the Properties as each 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. 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, 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.

Section 10. Animals. No sheep, goats, horses, cattle, wombats, 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 five (5) adult animals) 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 11. Accumulation of Trash and Rubbish. Except as provided in Section 9 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 by the Owner thereof, or on the Common Facilities by Declarant or the Association, for reasonable periods of time during the construction of improvements thereon.

Section 12. Antennas. No television or radio antennas higher than ten feet (10') 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

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portion of the Properties. Any dish-shaped antennas extending higher than six feet (6') above the level of existing grade, which would then be visible from other properties, must be fully screened, on a year-round basis. This screening must effectively eliminate the visibility of such antennas from all other portions of the Properties, or portions thereof.

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, or 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 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.

Section 14. Landscaping. 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. All landscape plans and plans for other improvements on a Lot shall be submitted to the Architectural Control Committee for its approval, or

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disapproval, prior to the construction, alteration and/or placement of such items. 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 approval of the Architectural Control Committee. In order to promote water conservation, greater resistance to disease and drought tolerance, the use of native and naturalized plants is greatly encouraged. 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 it is 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

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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 utility, pedestrian or wall 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 and maintained in a sanitary, healthful, and attractive manner; 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 twenty- five percent (25%) in area of the front yard area of any Lot, excluding driveways and sidewalks, may be covered by rock or impervious surfaces, unless otherwise 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, front porches and all driveway approaches shall be broom finished concrete and not of a pebble finish or exposed aggregate. All driveway approaches shall be broom finished concrete unless otherwise approved by the Architectural Control Committee but shall not be of a pebble finish or exposed aggregate. All paved surfaces shall be of a finish approved by the Architectural Control Committee.

Section 21. Fences. All fences shall be vertical six foot (6') high privacy fences, and of design and materials approved by the Architectural Control Committee. A six foot (6') vertical

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privacy fence or other type fence or wall approved by the Architectural Control Committee shall be provided by each Owner from the front face of each building, or other structure, around to and including the interior property lines of all Lots. Lots 46 - 52, those which "back" up on the pathway and community open space shall be fenced, either with the face towards the pathway, or double-faced.

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. Metal roofs shall be left natural or painted a color approved by the Architectural Control Committee, using standing, battened, or crimp seams. Ceramic or concrete tile shall be of a color and specification approved by the Architectural Control Committee. Barrel-style tile is not permitted.

The Sub-Roof shall be constructed with a minimum of one-half inch (1/2") plywood sheets with a normal felt and resin paper underlayments below the roof.

Section 24. Roof Forms and Gutters. All roof forms must be approved by the Architectural Control Committee, and should be of a form which fairly reflects the masses and voids of the structure.

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.

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Section 26. Windows and Glass. Windows shall be wood or factory or job-finished painted metal windows in a color approved by the Architectural Control Committee. 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. No bronze colored or mirrored type glass is permitted.

Section 27. Masonry. Minimum masonry or stucco shall be fifty percent (50%), 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 calculated by the total area of the exterior walls exclusive of windows and other glass areas. Bricks, stucco and roofing materials which can be used are listed on the Oakwell Farms Approved Materials List, updated periodically. In order to perpetuate visual harmony and continuity within the project, brick shall be laid up with warm-colored or white portland cement flush-sacked mortar joints of a thickness of not less than one-half inch ($\frac{1}{2}$ "). No tooled joints are allowed. All stucco shall be sand-finished, with the jointing, color and textural specifications submitted to the Committee, as part of the initial plan approval process.

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 ($\frac{1}{2}$ "), 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,

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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 on any Lot where it is visible from any other portion of the Properties until the 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.

EXECUTED EFFECTIVE the ____ day of October, 1986, A.D.

DENTON DEVELOPMENT COMPANY, INC.

By: _____

Lloyd A. Denton, Jr.

Its: Vice President

THE FROST NATIONAL BANK OF SAN ANTONIO,
Trustee for Margaret Batts Tobin Trust

By: _____

Title: WILLIAM L. CLYBORNE, JR.
VICE PRESIDENT