

This copy of the Declaration of Covenants, Conditions, and Restrictions of the Great Northwest Subdivision has been reprinted and provided as a courtesy to you. In the event these restrictions conflict with the Original Declaration, the Original Declaration shall prevail. The Original Declaration is filed in Volume 7783, Page 598 in the Deed and Property Records of Bexar County, a duplicate copy of which follows under Appendix A-1.

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICITIONS GREAT NORTHWEST SUBDIVISION

THIS DECLARATION¹, made on the date hereinafter set forth by Royal Crest, Inc., a Texas corporation, and Texas Central Mortgage Co., a Texas corporation, collectively hereinafter referred to as “Declarant”.

WITNESSETH:

Whereas, Declarant is the owner of certain property situated in Bexar County, Texas, described on a plat recorded in Volume 7000, Page 149, of the Deed and Plat Records of Bexar County Texas.

Now, therefore, Declarant hereby declares that all of the properties described above all be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

Section 1.1 “Association” shall mean and refer to Great Northwest Community Improvement Association, Inc., a Texas nonprofit corporation, its successors and assigns.

Section 1.2 “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3 “Properties” shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.4 “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the owners.

Section 1.5 “Lot” shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of the properties with the exception of the common area.

¹ Declaration of Covenants, Conditions, and Restrictions as registered in Volume 7783, Page 598 in the Property Records of Bexar County.

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Section 1.6 “Declarant” shall mean and refer to ROYAL CREST, INC., a Texas corporation, and Texas Central Mortgage Co., a Texas Corporation, their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development. For the purpose of this Declaration, the term “development” shall mean the construction of residential buildings and consequently, an “undeveloped lot” shall be a lot upon which a residential building has not been constructed.

ARTICLE II

PROPERTY RIGHTS

Section 2.1 **Owner’s Easements of Enjoyment:** Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded.
- (d) The right of the association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be subordinate to the rights of the owners hereunder.

Section 2.2 **Delegation of Use:** Any owner may delegate, in accordance with the By-Laws, his right of enjoyment of the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 3.2 The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. 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 lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either 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, 1986.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 **Creation of the Lien and Personal Obligation of Assessments:** The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorneys' fees, 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 interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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Section 4.2 **Purpose of Assessments:** The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties; for the improvement and maintenance of the common area.

Section 4.3 **Maximum Annual Assessment:** Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred Seventeen Dollars (\$117.00) per lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than six percent (6%) above the maximum assessment for the previous year without a vote of the membership.
- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 6% by the vote or written assent of 66-2/3% of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.4 **Special Assessments for Capital Improvements:** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment 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 upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 66-2/3% of each class of members who are voting in person or by proxy, at a meeting duly called for that purpose.

Section 4.5 **Notice and Quorum for Any Action Authorized under Sections 4.3 and 4.4:** Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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Section 4.6 **Date of Commencement of Annual Assessments – Due Dates:** The annual assessments provided for herein shall commence as to each lot, on the first day of the month following the conveyance of the common area, or in the event construction of improvements situated thereon is not then completed, the first day of the month following such completion of construction. Notwithstanding the foregoing, each undeveloped lot which is owned by Declarant shall be assessed at the rate of one-fourth (1/4th) of the annual assessment hereinabove provided, until the first day of the month following the date on which such lot is first used for residential purposes. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 4.7 **Effect of nonpayment of Assessments – Remedies of the Association:** Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the association and shall be for the benefit of all other lot owners. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 4.8 **Subordination of the Lien to Mortgages:** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

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Section 4.9 **Exempt Property:** All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

Section 5.1 No building, fence, well or other structure shall be commenced, erected or maintained upon a lot nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee composed of Wayne T. Nance, Jack Smith and Richard D. Lenzen, or a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to appoint a successor member or members who shall thereupon succeed to the powers and authorities of the members so replaced. In the event said committee or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. The committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be vague, indefinite, uncertain and capable of more than one construction. All decisions of such committee shall be final and binding and there shall be no revision of any action of such committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. The powers and duties of such committee and of its designated representative, and the requirements of this covenant shall cease on or before January 1, 1986, provided, however, that at that time the then record owners of a majority of the lots in the properties controlled by these covenants shall have the power through a duly recorded written instrument to extend the operation of this covenant for any additional period of time, and in connection with such extension shall have the power to remove any committee member or members and replace them with other members, or to withdraw from the committee any of its powers and duties.

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ARTICLE VI

USE RESTRICTIONS

The lots and the common area shall be occupied and used as follows:

Section 6.1 **Obstruction of Common Area:** There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior written consent of the Board of Directors of the Association.

Section 6.2 **Insurance:** Nothing shall be done or kept in the common areas which will increase the rate of insurance on the common area, without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in the common area which will result in the cancellation of insurance on any part of the common area, or which would be in violation of any law. No waste will be committed in the common area.

Section 6.3 **Nuisances:** No noxious or offensive activity shall be carried on upon any lot, or the common area, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the other owners. Any owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners.

Section 6.4 **Use of Land:** The lots shall be used for private dwelling purposes only. No store or business house, no gas or oil or automobile service station, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling units and such outbuildings as are customarily appurtenant to dwellings, each unit being designed to occupancy for a single family. No residence of temporary character shall be permitted on any lot.

No shack, basement, garage, trailer, tent, barn or other outbuilding, erected on or moved onto any lot in the subdivision shall at any time be used as a residence, as living quarters by servants engaged on the premises, or anyone, after completion of the main building.

Section 6.5 **Lot Area and Frontage:** Every dwelling erection on any lot shall front or present a good frontage on the street on which said lot fronts. Dwellings on corners shall have a presentable frontage on all streets on which the particular corner lot abuts. No dwelling shall be erected on any lot having an area of less than 6000 square feet, nor a frontage of less than 54 linear feet at the minimum set back on the street on which the lot fronts, unless such lot is platted as a separate lot in the aforesaid plat.

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Section 6.6² Size Dwelling: No dwelling, exclusive of open porches, garages, carports or patios, shall be permitted on any lot at a cost of less than \$27,500.00, based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the permitted dwelling size. On all lots situated to the east of Tezel Road, the entire floor area of the main structure, exclusive of on-story open porches and garages, shall not be less than 1,100 square feet for single-story houses, nor less than 1,350 square feet for a two-story structure. On all lots situated to the west of Tezel Road, the entire floor area of the main structure, exclusive of on-story open porches and garages, shall not be less than 900 square feet for single-story houses, nor less than 1,100 square feet for a two-story structure. The front elevation of the exterior of all dwellings, exclusive of the exterior of all dwellings, exclusive of openings and trim, shall be composed of masonry. All side walls of each dwelling structure situated on a corner lot which face or front on side streets shall be composed of masonry from the ground to the top of first floor window height, exclusive of openings and trim, provided, however, this provision shall not be construed as permitting dwellings situated on corner lots to face side streets. For the purpose of these restrictions, masonry includes stucco and all materials commonly referred to in the San Antonio building industry as masonry.

Section 6.7 Outbuilding Requirements: Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant, and shall be of the same exterior materials, both walls and roof, as such dwelling. No outbuilding shall exceed the dwelling to which it is appurtenant, and shall be of the same exterior materials, both walls and roof, as such dwelling. No outbuilding shall exceed the dwelling to which it is appurtenant in height or number of stories.

Section 6.8 Building Location: No building shall be located on any lot nearer than twenty-five (25) feet to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

² This Section is the amended version from Amendment to Declaration of Covenants, Conditions and Restrictions Great Northwest Subdivision as recorded in Volume 8171, Pages 357-362 in the Property Records of Bexar County, a duplicate copy of which follows under Appendix A-2.

Section 6.9 **Signs:** No signs of any kind shall be displayed to the public view on any residential lot except one professional sign of not more than one square foot, one sign of size not more than five square feet advertising the property for sale or rent, or signs used by a builder advertising the property during construction and sales period.

Section 6.10 **Oil and mining Operations:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot. No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

Section 6.11 **Livestock and Poultry:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

Section 6.12 **Garbage and Refuse Disposal:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste materials shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 6.13 **Fences, Walls, Hedges:** In order to insure general uniformity of appearance of those fence sections that can be viewed from a street, any and all fences erected on areas readily apparent and visible from streets [e.g., between dwellings, i.e., separating front and rear yards) and on all corner lots along that portion of side or rear yards fronting on side streets] shall be six-foot privacy fences composed of wood and/or masonry. No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective house, not including decorative walls or fences with a rural character (i.e., cedar post and barbed wire, sheep wire, chicken wire, etc.) will be permitted on any lot. In no case shall a yard fence be forward of the 25-foot setback line. No existing dwelling shall be moved onto any lot in this subdivision.

Section 6.14 **Easements:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company

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is responsible. The owner of the property upon which a utility easement is located may use it for lawn purposes. Fencing across the easement shall be permitted, but gates along the side lot lines must be provided. The gates shall be at least as wide as the easement, and shall be capable of being opened and closed at all times. These gates shall be secured in the center by a drop rod or some similar device which does not obstruct free passage over the easement. The drop rod may be lowered into a drop rod keeper installed so as to be flush with the ground level. No permanent type center pole for the gates may be erected on the easement. The gates provided for herein shall remain unlocked at all times.

There is hereby created five-foot-wide easements for drainage purposes on, over, and across the rear lot lines and three-foot-wide easements for drainage purposes on, over and across the side lot lines of each and every lot in this subdivision.

Section 6.15 Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersections of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersections of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage lien is maintained at sufficient height to prevent obstruction of such sight lines.

Section 6.16 Mobile Homes: No mobile home, travel trailer, inoperable or partially dismantled vehicle shall be parked, stored, or permitted to remain on the street in front of the lot, upon a dedicated easement, or on the lot forward of the building line. The provisions of this Article do not apply to motorized recreational vehicles in daily use.

ARTICLE VII

EASEMENTS

Section 7.1 Construction: Each lot and the property included in the common area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

Section 7.2 Utility, Emergency and Association: There is hereby created a blanket easement upon, across, over and under all of said property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not

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limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the common area in the performance of their duties. Further an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association to enter in or to cross over the common area and any lot to perform the duties of maintenance and repair of the common area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, poles, electrical lines, water lines or other utilities may be installed or relocated on said property except as initially programmed and approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement of said property without conflicting with the terms hereof, but in no event shall Declarant's rights hereunder include the right to grant easements under, through or over an improvement or a proposed building site. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 **Enforcement:** The association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2 **Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 8.3 **Amendments:** The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-

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five percent (75%) of the lot owners. Any amendment must be recorded in the Deed Records of Bexar County, Texas.

Section 8.4 Annexation:

- (a) Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.
- (b) Additional land within the area described by metes and bounds on Exhibit A attached hereto, may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument provided that the FHA and/or the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 8.5 FHA/VA Approval: As long as there is a Class B membership, the following actions will require the prior approval of the federal Housing administration and/or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

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Appendix A-1

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DECLARATION

via 7783 PAGE 598

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

GREAT NORTHWEST SUBDIVISION

STATE OF TEXAS §
§
COUNTY OF BEXAR §

THIS DECLARATION, made on the date hereinafter set forth by ROYAL CREST, INC., a Texas corporation, and TEXAS CENTRAL MORTGAGE CO., a Texas corporation, collectively hereinafter referred to as "Declarant",

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property situated in Bexar County, Texas, described on a plat recorded in Volume 7700, Page 149, of the Deed and Plat Records of Bexar County, Texas, and more particularly described by metes and bounds as follows, to-wit:

86.336 acres of land out of a 187.742 acre tract of land described by Deed recorded in Volume 6971, Page 83, of the Deed Records of Bexar County, Texas, out of the Elizabeth Plunkett Survey No. 72, Abstract 573, County Block 4433, Bexar County, Texas, out of a 409.470 acre tract described by Deed recorded in Volume 2583, Page 169, of the Deed Records of Bexar County, Texas, and out of the J. M. Hernandez Survey No. 186, County Block 4420, Bexar County, Texas, said 86.336 acres of land being more particularly described as follows to wit:

- Beginning: at a point in the northeast line of F.M. 471 (Culebra Road) for the most westerly corner of the herein described tract, and for the point of curvature of a curve whose tangent bears S 59°29'00" E, said point being 486.51 feet along the northeast line of F.M. 471 in a northwesterly direction from the south corner of said 187.742 acre tract;
- Thence: 39.27 feet with the arc of a curve to the left having a radius of 25.00 feet and a central angle of 90°00'00" to a point of tangency in the northwest line of the proposed Timberwilde Drive;
- Thence: along the northwest line of said proposed Timberwilde Drive as follows:

N 30°31'00" E, 304.54 feet to a point of curvature;
334.61 feet with the arc of a curve to the right having
a radius of 560.00 feet and a central angle of 39°21'02"
to a point of tangency;

N 69°52'02" E, 614.00 feet to a point of curvature;
9.42 feet with the arc of a curve to the left having a
radius of 6.00 feet and a central angle of 90°00'00"
to end of curve;

N 69°52'02" E, 60.00 feet to a point of curvature whose
tangent bears S 20°07'58" E;

9.42 feet with the arc of a curve to the left having a
radius of 6.00 feet and a central angle of 90°00'00"
to a point of tangency;

N 69°52'02" E, 374.00 feet to a point of curvature;

73.86 feet with the arc of a curve to the left having
a radius of 370.00 feet and a central angle of 11°26'17"
to a point in the southeast line of a proposed 16.00
foot water easement for the end of curve;

Thence: N 38°38'22" W, 45.19 feet with the southwest line of
said proposed 16.00 foot water easement to an angle point;

Thence: N 51°21'38" E, 166.72 feet with the northwest line of
said proposed 16.00 foot water easement to a point in
the southwest line of a proposed variable width drainage
easement;

Thence: with the southwest line of said proposed variable width
drainage easement as follows:

N 51°06'29" W, 307.91 feet to an angle point;

N 35°28'48" W, 230.87 feet to an angle point;

N 24°56'27" W, 410.26 feet to an angle point;

N 42°58'43" W, 193.18 feet to an angle point;

S 50°48'46" W, 8.47 feet to a point of curvature whose
tangent bears N 09°10'59" W;

52.36 feet with the arc of a curve to the left having a
radius of 50.00 feet and a central angle of 60°00'00"
to end of curve;

N 50°48'46" E, 5.15 feet to an angle point;

N 42°58'43" W, 220.48 feet to an angle point;

S 50°48'46" W, 8.47 feet to a point of curvature whose
tangent bears N 09°11'23" W;

52.36 feet with the arc of a curve to the left having a
radius of 50.00 feet and a central angle of 60°00'00"
to end of curve;

N 50°48'46" E, 5.15 feet to an angle point;

N 42°58'43" W, 27.39 feet to an angle point;

N 36°42'27" W, 192.85 feet to an angle point;

S 50°48'46" W, 5.66 feet to a point of curvature whose
tangent bears N 09°11'05" W;

52.36 feet with the arc of a curve to the left having a
radius of 50.00 feet and a central angle of 60°00'00"
to end of curve;

N 50°48'46" E, 7.83 feet to an angle point;

N 36°42'27" W, 110.10 feet to an angle point;

Thence: N 50°48'46" E, 150.00 feet with the northwest line of
said variable width drainage easement to a point for
the northernmost corner of same;

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Thence: S 36°42'27" E, 542.36 feet with the northeast line of said variable width drainage easement to an angle point;

Thence: N 50°48'46" E, 149.56 feet with the northeast line of said variable width drainage easement to a point for the west corner of the proposed Great Northwest, Unit 1, subdivision;

Thence: along the northwest line of said proposed Great Northwest, Unit 1 subdivision as follows:
 N 26°33'54" E, 270.07 feet to a point of curvature;
 315.44 feet in a northerly direction along an arc of a curve to the right having a radius of 395.00 feet and a central angle of 45°45'19" to a point of tangency;
 N 72°19'13" E, 166.94 feet to a point of curvature;
 246.37 feet in a northerly direction along an arc of a curve to the left having a radius of 495.00 feet and a central angle of 28°31'01" to a point of tangency;
 N 43°48'12" E, 90.22 feet to a point of curvature;
 15.70 feet in a northerly direction along the arc of a curve to the right having a radius of 285.00 feet and a central angle of 03°09'24" to a point in the northeast line of proposed Timberhurst Drive for the north corner of the herein described tract, and the north corner of said proposed Great Northwest, Unit 1 subdivision;

Thence: along the northeast line of said proposed Great Northwest, Unit 1 subdivision as follows:
 S 36°52'12" E, 300.46 feet along the northeast line of said proposed Timberhurst Drive to a point of curvature;
 953.57 feet in a southeasterly direction along the northeast line of said proposed Timberhurst Drive along the arc of a curve to the left having a radius of 2525.00 feet and a central angle of 21°38'16" to a point of tangency;
 S 58°30'28" E, 256.28 feet along the northeast line of the proposed Timberbriar Drive;
 S 31°29'32" W, 55.00 feet to a point of curvature;
 127.42 feet in a southerly direction along an arc of a curve to the left having a radius of 255.00 feet and a central angle of 28°37'49" to end of curve;
 S 66°20'17" E, 52.74 feet;
 S 58°30'28" E, 70.59 feet to a point of curvature;
 438.70 feet in a southeasterly direction along the arc of a curve to the right having a radius of 655.00 feet and a central angle of 38°22'30" to a point of tangency;
 S 20°07'58" E, 423.07 feet to a point in the southeast line of said proposed Timberbriar Drive;
 S 69°52'02" W, 20.00 feet along the southeast line of said proposed Timberbriar Drive;
 S 20°07'58" E, 120.00 feet to a point in the southeast line of said 187.742 acre tract for the east corner of the herein described tract;

Thence: S 69°52'02" W, 3243.71 feet to a point in the northeast line of F.M. 471 for the southernmost point of the herein described tract and for the south corner of said 187.742 acre tract, and for a point of curvature whose tangent bears N 51°24'30" W;

Thence: 23.46 feet with the northeast line of F.M. 471 and with the arc of a curve to the left having a radius of 2904.93 feet and a central angle of 00°27'46" to end of curve;

Thence: N 69°52'02" E, 1032.66 feet to an angle point;

Thence: S 20°07'58" E, 4.00 feet to an angle point;

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Thence: N 69°52'02" E, 725.45 feet to a point in the southeast line of the proposed Great Northwest, Unit 3, subdivision and in the southwest line of a proposed 25.00 foot sanitary sewer easement;

Thence: with the northeast line of said proposed Great Northwest, Unit 3 subdivision as follows:
 N 18°31'57" W, 103.73 feet;
 S 71°28'09" W, 9.21 feet to a point of curvature whose tangent bears N 16°48'16" E;
 52.60 feet with the arc of a curve to the left having a radius of 50.00 feet and a central angle of 60°16'31" to end of curve;
 N 71°28'09" E, 2.55 feet to a point of curvature whose tangent bears N 24°27'46" W;
 83.89 feet with the arc of a curve to the left having a radius of 395.00 feet and a central angle of 13°37'08" to a point of tangency;
 N 38°04'54" W, 59.93 feet to a point of curvature;
 84.19 feet with the arc of a curve to the right having a radius of 405.00 feet and a central angle of 11°54'39" to a point of tangency;
 N 26°10'15" W, 16.26 feet;
 S 63°49'45" W, 10.00 feet to a point of curvature whose tangent bears N 10°41'57" E;
 58.36 feet with the arc of a curve to the left having a radius of 50.00 feet and a central angle of 66°52'32" to end of curve;
 N 63°49'45" E, 6.70 feet;
 N 26°10'15" W, 243.37 feet to a point in the southeast line of said proposed Timberwilde Drive;

Thence: along the southeast line of said proposed Timberwilde Drive as follows:
 S 51°21'38" W, 130.78 feet to a point of curvature;
 138.89 feet with the arc of a curve to the right having a radius of 430.00 feet and a central angle of 18°30'24" to a point of tangency;
 S 69°52'02" W, 374.00 feet to a point of curvature;
 9.42 feet with the arc of a curve to the left having a radius of 6.00 feet and a central angle of 90°00'00" to end of curve;
 S 69°52'02" W, 60.00 feet to a point of curvature whose tangent bears N 20°07'58" W;
 9.42 feet with the arc of a curve to the left having a radius of 6.00 feet and a central angle of 90°00'00" to a point of tangency;
 S 59°52'02" W, 614.00 feet to a point of curvature;
 343.40 feet with the arc of a curve to the left having a radius of 500.00 feet and a central angle of 37°21'02" to a point of tangency;
 S 30°31'00" W, 304.72 feet to a point of curvature;

Thence: 38.99 feet with the arc of a curve to the left having a radius of 25.00 feet and a central angle of 89°21'24" to a point in the northeast line of F.M. 471 for a point of curvature whose tangent bears N 58°50'24" W;

Thence: along the northeast line of F.M. 471 as follows:
 32.62 feet with the arc of a curve to the left having a radius of 2904.93 feet and a central angle of 00°38'36" to a point of tangency;
 N 59°29'00" W, 77.10 feet to the point of beginning, containing 86.336 acres of land, more or less.

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NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

Section 1.1. "Association" shall mean and refer to GREAT NORTHWEST COMMUNITY IMPROVEMENT ASSOCIATION, INC., a Texas nonprofit corporation, its successors and assigns.

Section 1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the association.

Section 1.4 "Common Area" shall mean all real property owned by the association for the common use and enjoyment of the owners. The common area to be owned by the association at the time of the conveyance of the first lot to an owner who uses same for residential purposes is described as the following real property, together with any improvements hereinbefore or hereinafter constructed thereon:

7.273 acres of land out of a 187.742 acre tract described by Deed recorded in Volume 6971, Page 83, of the Deed Records of Bexar County, Texas, and out of the Elizabeth Plunkett Survey No. 72, Abstract 573, County Block 4433, Bexar County, Texas, said 7.273 acres of land being more particularly described as follows to wit:

Beginning: at a point in the northeast line of the proposed Timber Path for the south corner of the herein described tract, said point being N 69°52'02" E, 1020.40 feet and N 20°07'58" W, 716.00 feet from an iron pin found in F.M. 471 (Culebra Road) for the south corner of said 187.742 acre tract;

Thence: with the northeast line of said proposed Timber Path and with the southwest line of the herein described tract as follows:
 N 20°07'58" W, 306.76 feet to a point of curvature;
 37.24 feet with the arc of a curve to the left having a radius of 780.00 feet and a central angle of 02°44'08" to a point for the west corner of the herein described tract and for end of curve;

Thence: with the northwest line of the herein described tract as follows:
 N 67°07'54" E, 250.00 feet to an angle point;
 N 49°49'50" E, 525.90 feet to a point in the southwest line of the proposed Great Northwest, Unit 1 Subdivision for the north corner of the herein described tract;

Thence: with the northeast line of the herein described tract and the southwest line of said proposed Great Northwest, Unit 1 subdivision as follows:
 S 30°08'19" E, 180.38 feet to an angle point;
 S 38°34'45" E, 239.62 feet to a point in the northwest line of the proposed Timberwilde Drive for the east corner of the herein described tract;

Thence: with the southeast line of the herein described tract and with the northwest line of said proposed Timberwilde Drive as follows:
 S 51°21'38" W, 371.84 feet to a point of curvature;
 119.51 feet with the arc of a curve to the right having a radius of 370.00 feet and a central angle of 18°30'24" to a point of tangency;
 S 69°52'02" W, 374.00 feet to a point of curvature;
 9.42 feet with the arc of a curve to the right having a radius of 6.00 feet and a central angle of 90°00'00" to the point of beginning, containing 7.273 acres of land, more or less.

Section 1.5 "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of the properties with the exception of the common area.

Section 1.6 "Declarant" shall mean and refer to ROYAL CREST, INC., a Texas corporation, and TEXAS CENTRAL MORTGAGE CO., a Texas corporation, their successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development. For the purpose of this Declaration, the term "development" shall mean the construction of residential buildings and consequently, an "undeveloped lot" shall be a lot upon which a residential building has not been constructed.

ARTICLE II

PROPERTY RIGHTS

Section 2.1 Owner's Easements of Enjoyment: Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

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(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of members has been recorded.

(d) The right of the association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be subordinate to the rights of the owners hereunder.

Section 2.2 Delegation of Use: Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 3.2 The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. 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 lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either 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, 1986.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorneys' fees, 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 interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time

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when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 4.2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the properties; for the improvement and maintenance of the common area.

Section 4.3 Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be One Hundred Seventeen Dollars (\$117.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than six percent (6%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 6% by the vote or written assent of 66-2/3% of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4.4 Special Assessments for Capital Improvements:
In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment 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 upon the common area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of 66-2/3% of each class of members who are voting in person or by proxy, at a meeting duly called for that purpose.

Section 4.5 Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4: Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4 shall be sent to all members not less than fifteen (15) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.6 Date of Commencement of Annual Assessments - Due Dates: The annual assessments provided for herein shall commence as to each lot, on the first day of the month following the conveyance of the common area, or in the event construction of improvements situated thereon is not then completed, the first day of the month following such completion of construction. Notwithstanding the foregoing, each undeveloped lot which is owned by Declarant shall be assessed at the rate of one-fourth (1/4th) of the annual assessment hereinabove provided, until the first day of the month following the date on which such lot is first used for residential purposes. The first annual assessment shall be adjusted according to

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the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The due dates shall be established by the board of directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

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Section 4.7 Effect of Nonpayment of Assessments - Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the association and shall be for the benefit of all other lot owners. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 4.8 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 4.9 Exempt Property: All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

ARCHITECTURAL CONTROL

Section 5.1 No building, fence, well or other structure shall be commenced, erected or maintained upon a lot nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee composed of Wayne T. Nance, Jack Smith and Richard D. Lenzen, or a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to appoint a successor member or members who shall thereupon succeed to

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the powers and authorities of the members so replaced. In the event said committee or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. The committee shall have the express authority to perform fact-finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be vague, indefinite, uncertain and capable of more than one construction. All decisions of such committee shall be final and binding and there shall be no revision of any action of such committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. The powers and duties of such committee and of its designated representative, and the requirements of this covenant shall cease on or before January 1, 1986, provided, however, that at that time the then record owners of a majority of the lots in the properties controlled by these covenants shall have the power through a duly recorded written instrument to extend the operation of this covenant for any additional period of time, and in connection with such extension shall have the power to remove any committee member or members and replace them with other members, or to withdraw from the committee any of its powers and duties. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

ARTICLE VI

USE RESTRICTIONS

The lots and the common area shall be occupied and used as follows:

Section 6.1 Obstruction of Common Area: There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior written consent of the Board of Directors of the Association.

Section 6.2 Insurance: Nothing shall be done or kept in the common areas which will increase the rate of insurance on the common area, without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in the common area which will result in the cancellation of insurance on any part of the common area, or which would be in violation of any law. No waste will be committed in the common area.

Section 6.3 Nuisances: No noxious or offensive activity shall be carried on upon any lot, or the common area, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the other owners. Any owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners.

Section 6.4 Use of Land: The lots shall be used for private dwelling purposes only. No store or business house, no gas or oil or automobile service station, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling units and such outbuildings as are customarily appurtenant to dwellings, each unit being designed to occupancy for a single family. No residence of temporary character shall be permitted on any lot.

No shack, basement, garage, trailer, tent, barn or other outbuilding, erected on or moved onto any lot in the subdivision shall at any time be used as a residence, as living quarters by servants engaged on the premises, or anyone, after completion of the main building.

Section 6.5 Lot Area and Frontage: Every dwelling erection on any lot shall front or present a good frontage on the street on which said lot fronts. Dwellings on corners shall have a presentable frontage on all streets on which the particular corner lot abuts. No dwelling shall be erected on any lot having an area of less than 6000 square feet, nor a frontage of less than 54 linear feet at the minimum set back on the street on which the lot fronts, unless such lot is platted as a separate lot in the aforesaid plat.

Section 6.6 Size Dwelling: No dwelling, exclusive of open porches, garages, carports or patios, shall be permitted on any lot at a cost of less than \$27,500, based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the permitted dwelling size. The entire floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1100 square feet for single family houses, nor less than 1350 square feet for a two-story structure. The front elevation of the exterior of all dwellings, exclusive of openings and trim, shall be composed of masonry. All side walls of each dwelling structure situated on a corner lot which face or front on side streets shall be composed of masonry from the ground to the top of first floor window height, exclusive of openings and trim. For the purpose of these restrictions, masonry includes stucco and all materials commonly referred to in the San Antonio building industry as masonry.

Section 6.7 Outbuilding Requirements: Every outbuilding except a greenhouse shall correspond in style and architecture to the dwelling to which it is appurtenant, and shall

be of the same exterior materials, both walls and roof, as such dwelling. No outbuilding shall exceed the dwelling to which it is appurtenant in height or number of stories.

Section 6.8 Building Location: No building shall be located on any lot nearer than twenty-five (25) feet to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 6.9 Signs: No signs of any kind shall be displayed to the public view on any residential lot except one professional sign of not more than one square foot, one sign of size not more than five square feet advertising the property for sale or rent, or signs used by a builder advertising the property during construction and sales period.

Section 6.10 Oil and Mining Operations: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot. No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground.

Section 6.11 Livestock and Poultry: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

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Section 6.12 Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste materials shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 6.13 Fences, Walls, Hedges: In order to insure general uniformity of appearance of those fence sections that can be viewed from a street, any and all fences erected on areas readily apparent and visible from streets [e.g., between dwellings, i.e., separating front and rear yards] and on all corner lots along that portion of side or rear yards fronting on side streets] shall be six-foot privacy fences composed of wood and/or masonry. No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective house, not including decorative walls or fences with a rural character (i.e., cedar post and barbed wire, sheep wire, chicken wire, etc.) will be permitted on any lot. In no case shall a yard fence be forward of the 25-foot setback line. No existing dwelling shall be moved onto any lot in this subdivision.

Section 6.14 Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which

a public authority or utility company is responsible. The owner of the property upon which a utility easement is located may use it for lawn purposes. Fencing across the easement shall be permitted, but gates along the side lot lines must be provided. The gates shall be at least as wide as the easement, and shall be capable of being opened and closed at all times. These gates shall be secured in the center by a drop rod or some similar device which does not obstruct free passage over the easement. The drop rod may be lowered into a drop rod keeper installed so as to be flush with the ground level. No permanent type center pole for the gates may be erected on the easement. The gates provided for herein shall remain unlocked at all times.

There is hereby created five-foot-wide easements for drainage purposes on, over, and across the rear lot lines and three-foot-wide easements for drainage purposes on, over and across the side lot lines of each and every lot in this subdivision.

Section 6.15 Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersections of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersections of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 6.16 Mobile Homes: No mobile home, travel trailer, inoperable or partially dismantled vehicle shall be parked, stored, or permitted to remain on the street in front of the lot, upon a dedicated easement, or on the lot forward of the building line. The provisions of this Article do not apply to motorized recreational vehicles in daily use.

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ARTICLE VII

EASEMENTS

Section 7.1. Construction: Each lot and the property included in the common area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist.

Section 7.2. Utility, Emergency and Association: There is hereby created a blanket easement upon, across, over and under all of said property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the common area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees and to any management company selected by the Association to enter

in or to cross over the common area and any lot to perform the duties of maintenance and repair of the common area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, poles, electrical lines, water lines or other utilities may be installed or relocated on said property except as initially programmed and approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant shall have the right to grant such easement of said property without conflicting with the terms hereof, but in no event shall Declarant's rights hereunder include the right to grant easements under, through or over an improvement or a proposed building site. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Enforcement: The association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the association or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.2 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 8.3 Amendments: The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration

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is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded in the Deed Records of Bexar County, Texas.

Section 8.4 Annexation:

(a) Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3rds) of each class of members.

(b) Additional land within the area described by metes and bounds on Exhibit A attached hereto, may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument provided that the FHA and/or the VA determine that the annexation is in accord with the general plan heretofore approved by them.

Section 8.5. FHA/VA Approval: As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration and/or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant

herein, has hereunto set its hand and seal this 24TH day MARCH, 1970.

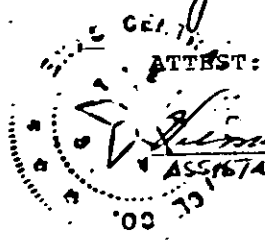


Jerome Schorn
Secretary

ROYAL CREST, INC.

BY: Wayne T. Nance
WAYNE T. NANCE

TEXAS CENTRAL MORTGAGE CO.



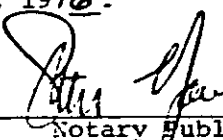
BY: R.D. Lenzel
R.D. LENZEL, VICE-PRESIDENT

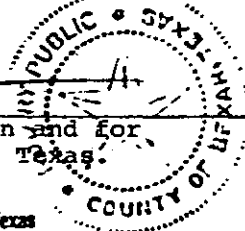
DECLARANT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared WENNE T. HANCE, PRESIDENT of ROYAL CREST, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office on this, the 24th day of MARCH, 1976.

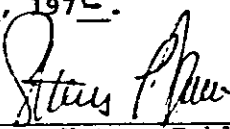

Notary Public in and for
Bexar County, Texas.
STEVEN L. TORRANCE
Notary Public, Bexar County, Texas

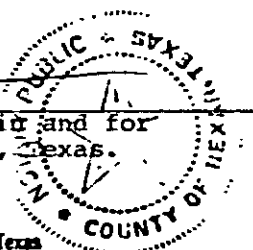


STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared R. D. LENZER, VICE-PRESIDENT of TEXAS CENTRAL MORTGAGE CO., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office on this, the 24th day of MARCH, 1976.


Notary Public in and for
Bexar County, Texas.
STEVEN L. TORRANCE
Notary Public, Bexar County, Texas



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BRINK TRACT:

272.449 acres of land, more or less, being a residual tract out of 149 acre tract described by Deed recorded in Volume 1188, Page 361, Deed Records of Bexar County, Texas, also being a 101.66 acre tract described by Deed recorded in Volume 3077, Page 383, Deed Records of Bexar County, Texas, and a 50.83 acre tract described by Deed recorded in Volume 1999, Page 337, Deed Records of Bexar County, Texas, being out of the Domingo Perez Survey No. 190, Abstract 578, County Block 4447, and out of the A. H. Young Survey No. 188, Abstract 826, County Block 4418, and being further described as follows to wit:

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BEGINNING at an iron pin set in the South line of said 101.66 acre tract, said point also being in the North line of F.M. 471 and 2143.00 feet in a Northwesterly direction from the cut back line at the Northwest intersection of F.M. 471 and Tezel Road;

THENCE along the North line of F.M. 471 with a fence as follows:

N 66° 32' 54" W, 1351.40 feet to a Texas Highway Department concrete monument found for a point of curvature;

283.64 feet along the arc of a curve to the left having a radius of 5769.65 feet and a central angle of 02° 49' 00" to a Texas Highway Department concrete monument found for a point of tangency;

N 69° 21' 54" W, 1155.82 feet to a Texas Highway Department concrete monument found for a point of curvature;

232.00 feet along the arc of a curve to the left having a radius of 2332.01 feet and a central angle of 05° 42' 00" to an iron pin set;

THENCE N 04° 25' 59" E, 1488.27 feet along the West line of the herein described tract with a fence to an iron pin set for the Northwest corner of same;

THENCE along the North line of the herein described tract with a fence as follows:

S 86° 03' 21" E, 1629.21 feet to an iron pin found;

S 85° 41' 55" E, 2013.40 feet to an iron pin set;

S 85° 52' 38" E, 1946.25 feet to an iron pin found in the West line of Tezel Road for the Northeast corner of the herein described tract;

THENCE S 08° 02' 43" W, 2403.33 feet along the West line of Tezel Road with a fence to an iron pin set for the Southeast corner of the herein described tract;

THENCE along the South line of the herein described tract with a fence as follows:

N 86° 10' 19" W, 523.97 feet to an iron pin set;

N 86° 06' 10" W, 541.28 feet to an iron pin set;

N 85° 58' 07" W, 1488.69 feet to the POINT OF BEGINNING.

EXHIBIT "A"

Tract I of Hamer Tract A

45.042 acres of land, more or less, out of a 50.000 acre tract described and recorded in Volume 7, Pages 14-15, of the 94th District Court Minutes, Bexar County, Texas, and out of the Elizabeth Plunkett Survey No. 72, Abstract No. 573, County Block 4433, Bexar County, Texas, said 45.042 acres of land being more particularly described as follows to-wit:

BEGINNING at an iron pin found on the Northeast line of Highway F.M. 471 and on the South line of said 50 acre tract, said point also being the Southwest corner of the herein described tract;

THENCE N 61° 08' 57" W, 732.80 feet along the Northeast line of Highway F.M. 471 with a fence to the Northwest corner of the herein described tract;

THENCE N 70° 18' 26" E, 3816.56 feet along the Northwest line of the herein described tract to the Northeast corner of same;

THENCE S 19° 40' 40" E, 544.43 feet with a fence along the Northeast line of the herein described tract to an iron pin found at a fence corner for the Southeast corner of same;

THENCE S 69° 28' 06" W, 325.80 feet with a fence along the Southeast line of the herein described tract to an iron pin found;

THENCE S 70° 18' 26" W, 3005.50 feet with a fence along the Southeast line of the herein described tract to the POINT OF BEGINNING.

SAVE AND EXCEPT 5.066 acres of land out of a 50.000 acre tract described and recorded in Volume 7, Pages 14-15, of the 94th District Court Minutes, Bexar County, Texas, and out of the Elizabeth Plunkett Survey No. 72, Abstract No. 573, County Block 4433, Bexar County, Texas said 5.066 acres of land being more particularly described as follows to-wit:

BEGINNING at a point for the East corner of the herein described tract, said point also being the East corner of said 50.000 acre tract;

THENCE S 69° 28' 06" W, 325.80 feet with the Southeast line of said 50.000 acre tract to an angle point;

THENCE S 70° 18' 26" W, 77.36 feet with the Southeast line of said 50.000 acre tract to a point for the South corner of the herein described tract;

THENCE N 19° 41' 34" W, 549.20 feet to a point in the Northwest line of said 50.000 acre tract for the West corner of the herein described tract;

THENCE N 70° 18' 26" E, 403.26 feet with the Northwest line of said 50.000 acre tract to a point for the North corner of the herein described tract, said point also being the North corner of said 50.000 acre tract;

THENCE S 19° 40' 40" E, 544.43 feet with the Northeast line of said 50.000 acre tract to the POINT OF BEGINNING.

Tract II of Hamer Tract A

54.958 acres of land, more or less, out of a 160.000 acre tract described by Deed recorded in Volume 1749, Page 559, of the Deed Records, Bexar County, Texas, out of the Elizabeth Plunkett Survey No. 72, Abstract No. 573, County Block 4433, Bexar County, Texas, said 54.958 acres being more particularly described as follows to-wit;

BEGINNING at a point on the Northeast line of FM Highway 471, said point also being on the North line of a 50.000 acre tract described and recorded in Volume 7, Pages 14-15, of the 94th District Court Minutes, Bexar County, Texas, and on the South line of said 160.000 acre tract;

THENCE N 61° 08' 57" W, 267.92 feet with a fence along the Northeast line of F.M. Highway 471 to an angle point;

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THENCE N 70° 18' 26" E, 2853.69 feet to an angle point;

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THENCE N 19° 41' 34" W, 1408.69 feet to an angle point;

THENCE N 69° 52' 02" E, 1138.07 feet with a fence along the South line of a 187.742 acre tract described by Deed recorded in Volume 6971, Page 83, of the Deed Records, Bexar County, Texas, to an iron pin found for the Northeast corner of said 160.000 acre tract;

THENCE with a fence along the East line of said 160.000 acre tract the following:

S 19° 47' 25" E, 1341.31 feet to an iron pin found;

S 19° 40' 40" E, 276.92 feet to the Southeast corner of said 160.000 acre tract;

THENCE S 70° 18' 26" W, 3816.56 feet along the South line of said 160.000 acre tract and the North line of said 50.000 acre tract to the POINT OF BEGINNING.

SAVE AND EXCEPT 14.934 acres of land, more or less, out of a 160.000 acre tract described by Deed recorded in Volume 1749, Page 559, of the Deed Records, Bexar, County, Texas, out of the Elizabeth Plunkett Survey No. 72, Abstract 573, County Block 4433, Bexar County, Texas, said 14.934 acres being more particularly described as follows, to-wit:

BEGINNING at a point in the Northeast line of said 160.000 acre tract for the North corner of the herein described tract, said point also being the East corner of a 187.742 acre tract described by Deed recorded in Volume 6971, Page 83, of the Deed Records of Bexar County, Texas;

THENCE S 19° 47' 25" E, 1341.31 feet with the Northeast line of said 160.000 acre tract to an angle point;

THENCE S 19° 40' 40" E, 276.92 feet with the Northeast line of said 160.000 acre tract to a point for the East corner of the herein described tract, said point also being the East corner of said 160.000 acre tract;

THENCE S 70° 18' 26" W, 403.26 feet with the Southeast line of said 160.000 acre tract to a point for South corner of the herein described tract;

THENCE N 19° 41' 34" W, 1615.15 feet to a point in the South line of said 187.742 acre tract;

THENCE N 69° 52' 02" E, 401.07 feet with the South line of said 187.742 acre tract to the POINT OF BEGINNING.

HANER TRACT B:

TRACT I of Haner Tract B

5.066 acres of land, more or less, out of a 50.000 acre tract described and recorded in Volume 7, Pages 14-15, of the 94th District Court Minutes, Bexar County, Texas, and out of the Elizabeth Plunkett Survey No. 72, Abstract No. 573, County Block 4433, Bexar County, Texas, said 5.066 acres of land being more particularly described as follows to-wit:

BEGINNING at a point for the East corner of the herein described tract, said point also being the East corner of said 50.000 acre tract;

THENCE S 69° 28' 06" W, 325.80 feet with the Southeast line of said 50.000 acre tract;

THENCE S 70° 18' 26" W, 77.36 feet with the Southeast line of said 50.000 acre tract to a point for the South corner of the herein described tract;

THENCE N 19° 41' 34" W, 549.20 feet to a point in the Northwest line of said 50.000 acre tract for the West corner of the herein described tract;

THENCE N 70° 18' 26" E, 403.26 feet with the Northwest line of said 50.000 acre tract to a point for the North corner of the herein described tract, said point also being the North corner of said 50.000 acre tract;

THENCE S 19° 40' 40" E, 544.43 feet with the Northeast line of said 50.000 acre tract to the POINT OF BEGINNING.

TRACT II of Eaner Tract B

14.934 acres of land, more or less, out of a 160.00 acre tract described by Deed recorded in Volume 1749, Page 559, of the Deed Records of Bexar County, Texas, out of the Elizabeth Plunkett Survey No. 72, Abstract 573, County Block 4433, Bexar County, Texas; said 14.934 acres being more particularly described as follows to-wit:

BEGINNING at a point in the Northeast line of said 160.00 acre tract for the North corner of the herein described tract, said point also being the East corner of a 187.742 acre tract described by Deed recorded in Volume 6971, Page 83, of the Deed Records of Bexar County, Texas;

THENCE S 19° 47' 25" E, 1341.31 feet with the Northeast line of said 160.00 acre tract to an angle point;

THENCE S 19° 40' 40" E, 276.92 feet with the Northeast line of said 160.00 acre tract to a point for the East corner of the herein described tract, said point also being the East corner of said 160.00 acre tract;

THENCE S 70° 18' 26" W, 403.26 feet with the Southeast line of said 160.00 acre tract to a point for the South corner of the herein described tract;

THENCE N 19° 41' 34" W, 1615.15 feet to a point in the South line of said 187.742 acre tract;

THENCE N 69° 52' 02" E, 401.07 feet with the South line of said 187.742 acre tract to the POINT OF BEGINNING.

GUSSEN TRACT:

413.358 acres of land out of the J. M. Hernandez Survey No. 186, out of the M. G. de los Santos Survey No. 82, and out of a 409.47 acre tract described by Deed in Volume 2583, Page 169, of the Deed Records of Bexar County, Texas, and being more particularly described as follows to wit:

Beginning: At an iron pin set for the South corner of the herein described tract at a fence corner on the Southeast line of Tezel Road, said line also being the Northwest line of a 190.00 acre tract described by Deed in Volume 1389, Page 492, of the Deed Records of Bexar County, Texas, said point is located 593.97 feet along the Southeast line of Tezel Road from the cut-back line at the Southeast intersection of Culebra Road and Tezel Road;

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Thence: Along the Southeast line of Tezel Road with a fence as follows:

N 07°55'38" E, 1614.63 feet to an iron pin set at an angle point;

N 08°45'20" E, 2506.64 feet to an iron pin set at an angle point;

N 82°50'08" E, 47.77 feet to an iron pin set at an angle point;

N 01°09'08" E, 291.50 feet to an iron pin set at an angle point;

N 46° 17'03" E, 18.³⁴₃₅ feet to an iron pin set at an angle point;

S 85°57'24" E, 587.05 feet to an iron pin set at an angle point;

N 85°36'42" E, 29.67 feet to an iron pin found at the Northwest corner of a 7.08 acre tract described by Deed in Volume 5899, Page 559 of the Bexar County Deed Records;

Thence: S 00°48'48" W, 625.90 feet along the West line of the said 7.08 acre tract with a fence to an iron pin found for the Southwest corner of the 7.08 acre tract;

Thence: S 89°14'17" E, 417.34 feet along the South line of the said 7.08 acre tract with a fence to an iron pin found for the Southeast corner of the 7.08 acre tract;

Thence: N 00°52'30" E, 738.³⁷₃₆ feet along the East line of the said 7.08 acre tract with a fence to an iron pin found for the Northeast corner of the said 7.08 acre tract;

Thence: S 86°36'45" E, 2292.38 feet along the North line of the herein described tract with a fence to an iron pin found at an angle point;

Thence: S 85°39'13" E, 2044.78 along the North line of the herein described tract to an iron pin set at an angle point;

Thence: S 87°17'20" E, 286.40 feet along the North line of the herein described tract with a fence to an iron pin set at a fence corner for the Northeast corner of same;

Thence: S 11°30'06" W, 1406.24 feet along the East line of the herein described tract with a fence to an iron pin set at an angle point;

Thence: S 04°27'44" W, 584.03 feet along the East line of the herein described tract with a fence to an iron pin found at a fence corner for the Southeast corner of same;

Thence: S 70°04'16" W, 1004.51 feet along the Southeast line of the herein described tract with a fence to an iron pin set at a fence corner at the North corner of the 190.00 acre tract;

Thence: S 69°53'53" W, 5376.30 feet along the Northwest line of the 190.00 acre tract to the point of beginning containing 412 358 acres of land, more or less

NICHALCZAK TRACT:

187.742 acres of land out of the Elizabeth Plunkett Survey No. 72, Abstract 573, County Block 4433, being out of a 190.000 acre tract described in Deed recorded in Vol. 1319 page 497, Deed Records of Bexar County, Texas, being all of the 188.991 acre tract described below except a tract of 1.249 acres being retained by grantors as described below, said 188.991 acre tract being described as follows:

Beginning at an iron pin set for the south corner of the herein described tract in the northeast line of Culebra Road (F. H. Highway 471) and in the fenced southeast line of the said 190.000 acre tract;

Thence 409.41 feet along the northeast line of Culebra Road and with the arc of a curve to the left, having a radius of 2904.93 feet and a central angle of 06° 04' 30" to a point from which the radius point of said curve bears N. 38° 35' 30" E;

Thence N. 59° 29' 00" W. 1309.80 feet along the northeast line of Culebra Road to a point;

Thence 181.10 feet along the northeast line of Culebra Road and with the arc of a curve to the right, having a radius of 2824.93 feet and a central angle of 03° 40' 23" to a point in the cut-back line at the northeast corner of the intersection of Culebra Road and Tezel Road;

Thence N. 07° 27' 00" E. 45.8 feet along the said cut-back line of Culebra Road and Tezel Road to a point in the southeast line of Tezel Road;

Thence N. 70° 21' 22" E. 593.97 feet along the southeast line of Tezel Road to an iron pin set in the northwest line of the said 190.000 acre tract at the south corner of a 409.470 acre tract described in Deed recorded in Vol. 2583 page 169, Deed Records of Bexar County, Texas;

Thence N. 69° 53' 53" E. 5376.30 feet along the fenced southeast line of the said 409.470 acre tract to an iron pin set at the north corner of the said 190.000 acre tract for the north corner of the herein described tract;

Thence S. 19° 46' 26" E. 1522.93 feet along the fenced northeast line of the said 190.00 acre tract to an iron pin set for the east corner of the herein described tract;

Thence S. 69° 52' 02" W. 4804.72 feet along the fenced southeast line of the said 190.00 acre tract to the place of beginning;

SAVE AND EXCEPT the following described 1.249 acre tract which is being retained by grantors and which is excepted from this conveyance:

Beginning at a point in the northeast line of Culebra Road (F. H. Highway 471), for the south corner of the herein described tract, said point being 1206.49 feet along the northeast line of Culebra Road from the south corner of the 188.991 acre tract;

Thence N. 59° 29' 00" W. 17.03 feet along the northeast line of Culebra Road to a point;

Thence N. 26° 25' 57" E. 307.34 feet along the northeast line of a 14 foot lane to an iron pin set;

Thence N. 16° 34' 08" W. 28.08 feet along the southwest line of the herein described tract to an iron pin set;

Thence N. 68° 34' 08" W. 171.14 feet along the southeast line of the herein described tract to an iron pin set for the west corner of same;

Thence N. 26° 25' 57" E. 162.51 feet along the northwest line of the herein described tract to an iron pin set for the north corner of same;

RECORDERS MEMORANDUM
All of 1 ft. of the left on the 190.000 acre tract

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Thence S. 63° 34' 03" E. 305.20 feet along the northeast line of the herein described tract to an iron pin set for the east corner of same;
 Thence S. 26° 25' 57" W. 162.51 feet along the southeast line of the herein described tract to an iron pin set for the most easterly southeast corner of same;
 Thence N. 63° 34' 03" W. 94.06 feet along the southwest line of the herein described tract to an iron pin set;
 Thence S. 71° 25' 57" W. 8.49 feet to an iron pin set in the southeast line of a 14 foot lane;
 Thence S. 26° 25' 57" W. 322.34 feet along the southeast line of said lane to the place of beginning, containing 1.249 acres of land, more or less.

SCHULZE TRACT:

326.784 acres out of the G. W. Lewis Survey No. 189, County Block 4416 and the Domingo Perez Survey No. 190, County Block 447, Bexar County, Texas; more particularly described as follows:

BEGINNED at a point in a curve having a radius of 2332.01 feet and being the new North right-of-way line of F.M. Road 471 (Culebra Road), said point being in the division line between the A. H. Young Survey No. 188 and the above mentioned G. W. Lewis Survey No. 189;

THENCE Westerly along the new North right-of-way line of F. M. Road 471 (Culebra Road) and curve to the left 924.97 feet to the P. T. of said curve;

THENCE S 82° 30' 27" W, 1912.82 feet and S 83° 18' 39" W, 101.92 feet to the P. C. of a curve to the left having a radius of 1382.70 feet;

THENCE with the arc of curve to the left 679.33 feet to a point;

THENCE leaving the new North right-of-way line of said F. M. Road 471 (Culebra Road), along existing fence line, as follows:

E 09° 21' 23" W, 302.74 feet;	N 00° 01' 10" W, 333.48 feet;
N 24° 03' 37" W, 725.14 feet;	N 61° 01' 43" W, 101.85 feet;
N 40° 04' 52" W, 232.48 feet;	N 12° 44' 01" E, 105.79 feet;
N 05° 56' 26" E, 91.45 feet;	N 03° 25' 19" E, 33.05 feet;
N 02° 59' 22" E, 175.50 feet;	N 07° 23' 48" E, 871.48 feet;
S 85° 35' 30" E, 2526.05 feet;	S 85° 31' 25" E, 169.19 feet;
S 85° 48' 03" E, 1528.87 feet;	S 85° 19' 45" E, 1719.69 feet;
S 85° 01' 36" E, 325.32 feet;	S 85° 01' 52" E, 206.31 feet;
S 85° 40' 45" E, 483.71 feet;	S 85° 42' 11" E, 1738.20 feet;
S 03° 29' 10" W, 841.27 feet;	S 85° 40' 34" E, 1166.82 feet;

to a point in the West right-of-way line of Tezel Road;

THENCE S 03° 00' 40" W, along the West right-of-way line of Tezel Road, 35.27 feet to a point;

THENCE with existing fence line as follows:

E 85° 39' 43" W, 1167.06 feet;	N 85° 44' 46" W, 594.56 feet;
N 84° 54' 36" W, 336.50 feet;	N 85° 43' 39" W, 990.65 feet;
N 85° 22' 46" W, 872.24 feet;	N 85° 51' 05" W, 1630.53 feet;
S 04° 38' 22" W, 1494.83 feet to the POINT OF BEGINNING;	

BROWN TRACT:

194.132 acres of land out of the Elizabeth Plunkett Survey No. 72, Abstract 573, County Block 4433, and said 194.132 acres of land being described by metes and bounds as follows:

BEGINNING at an iron pin in the north line of Grissom Road, at its intersection with fence line on the east side of a 117.967 acre tract conveyed by Marie T. Grissom and John J. Grissom to R. W. Ingram and H. B. Ingram by deed dated the 25th day of April, 1956 and recorded in Volume 3863, Pages 233, 239 and 240 of the Bexar County Deed Records, Bexar County, Texas;

THENCE S 70° 33' 15" W, along the north line of Grissom Road, 509.20 feet to a point;

THENCE S 70° 01' 36" W, and continuing along the north line of Grissom Road, at 313.20 feet pass the southeasterly corner of an original 114.14 acre tract conveyed to O. M. Brown by Marie T. Grissom by deed dated September 29th, 1943, and recorded in Volume 1993, Page 355, Bexar County Deed Records, at a total distance of 1393.04 feet the P. C. of a curve to the right having a central angle of 35° 18' 07", a radius of 1870.08 feet and tangent of 595.06 feet;

THENCE westerly and continuing along the north line of Grissom Road and arc of curve to the right, 1152.22 feet to the P. T. of said curve;

THENCE N 74° 40' 16" W, and continuing along the north line of Grissom Road, 1061.80 feet to fence corner;

THENCE N 56° 46' 04" E, along the Northerly line of the above mentioned original 114.14 acre tract, 3004.44 feet to the most northerly corner of the said original 114.14 acre tract;

THENCE along the northerly and easterly boundary of the above mentioned 117.967 acre tract as follows: N 55° 56' 41" E, 326.05 feet; N 33° 13' 52" W, 821.10 feet; N 56° 32' 50" E, 1701.17 feet; N 57° 40' 54" E, 308.00 feet; N 57° 39' 21" E, 475.04 feet; S 40° 05' 20" E, 53.64 feet; S 40° 30' 59" E, 240.87 feet; S 34° 19' 51" E, 50.31 feet; S 65° 45' 26" E, 490.69 feet; S 11° 15' 39" W, 1334.48 feet S 05° 03' 54" W, 42.35 feet; S 03° 53' 10" E, 13.57 feet; S 70° 33' 01" W, 1132.22 feet and S 08° 54' 51" E, 1268.54 feet to the point of beginning and containing 194.132 acres more or less.

SLOAN TRACT:

6.334 acres of land, more or less, out of the J. N. Hernandez Survey No. 185, Abstract 316, County Block 4423, and the Maria C. de los Santos Survey No. 32, Abstract 654, County Block 4445, Bexar County, Texas, and out of the 7.03 acre tract described by Deed recorded in Volume 5039, Pages 552-559, Deed Records, Bexar County, Texas, said 6.334 acres of land being further described as follows to wit:

beginning at a point for the most northerly corner of the herein described tract, said point being an angle point in the fence along the East line of Cecil Road approximately 7152.60 feet in a southerly direction from the South line of Gilbane Road;

THENCE S 23° 41' 27" E, 43.20 feet to an angle point;

THENCE S 04° 52' 40" E, 237.72 feet to a point for the Northeast corner of the herein described tract;

THENCE S 21° 52' 30" W, 701.25 feet to a point for the Southeast corner of the herein described tract;

THENCE N 29° 14' 17" W, 417.31 feet to a point for the Southwest corner of the herein described tract;

THENCE with the East line of the herein described tract as follows:

- N 00° 00' 00" E, 212.60 feet to an angle point;
- S 00° 15' 52" E, 349.13 feet to an angle point;
- N 00° 39' 23" E, 239.10 feet to an angle point;
- N 00° 31' 10" W, 153.60 feet to an angle point;
- N 00° 49' 40" E, 255.60 feet to a point for the Northeast corner of the herein described tract;

THENCE with the Northeast line of the herein described tract as follows:

- N 23° 27' 00" E, 112.21 feet to an angle point;
- N 51° 17' 01" E, 47.60 feet to an angle point;
- N 70° 17' 36" E, 20.24 feet to the point of beginning.

RECORDERS MEMORANDUM
All or parts of the text on this page was not
clearly legible for satisfactory recordings

VOL 7783 PAGE 627

FILED IN MY OFFICE
JAMES W. WRIGHT
COUNTY CLERK BEAR CO.

1976 MAR 24 PM 2:52

AM

Please return to:

RICHARD KERR

FOSTER, LEWIS, LANGREY, GRONER & BANACK

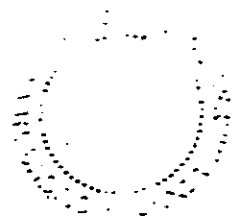
**1655 FROST BANK TOWER
SAN ANTONIO, TEXAS 78205**

STATE OF TEXAS
COUNTY OF BEAR
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me and was duly
RECORDED in the Volume and Page of the INDEXED RECORDS
of Bear County, Texas, as stated herein by me.

MAR 25 1976



James W. Wright
COUNTY CLERK
BEAR COUNTY, TEXAS



Appendix A-2

6.50

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JUN-23-77 107614

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AMENDMENT TO
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 GREAT NORTHWEST SUBDIVISION

STATE OF TEXAS X
 X
 COUNTY OF BEXAR X

WHEREAS, by Declaration of Covenants, Conditions and Restrictions dated March 24, 1976, and recorded in Volume 7783, pages 598-628 of the Deed Records of Bexar County, Texas, reference to which record is hereby made for all purposes, Nance & Associates, Inc. (formerly known as Royal Crest, Inc.) and Texas Central Mortgage Co. (Declarant), subjected certain real property described in said declaration to certain covenants, conditions and restrictions; and

WHEREAS, by certificates of annexation recorded in the Deed Records of Bexar County, Texas, certain other property has, heretofore or contemporaneously herewith, been annexed into the properties subjected to the aforesaid covenants, conditions and restrictions; and

WHEREAS, Declarant has heretofore conveyed certain portions of the properties described in such declaration and certificates of annexation to Windsor Homes, Inc., Coates Development Company, Fred E. Burns, Inc. and Carlos Madrid & Associates, Inc. (Builders);

WHEREAS, Declarant and Builders, being owners of in excess of ninety percent (90%) of the lots affected by such declaration, desire to amend such declaration in certain respects pursuant to Article VIII, Section 8.3 of the aforesaid declaration, and the Veterans Administration and the Federal Housing Administration desire to approve said amendment, as required in Article VIII, Section 8.5 of the aforesaid declaration.

NOW, THEREFORE, the aforesaid declaration is hereby amended as follows:

8171
 357

(a) Article VI, Section 6.6, entitled "Size Dwelling" shall be amended to now read as follows:

"No dwelling, exclusive of open porches, garages, carports or patios, shall be permitted on any lot at a cost of less than \$27,500.00, based on cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the permitted dwelling size. On all lots situated to the east of Tezel Road, the entire floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,100 square feet for single-story houses, nor less than 1,350 square feet for a two-story structure. On all lots situated to the west of Tezel Road, the entire floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet for single-story houses, nor less than 1,100 square feet for a two-story structure. The front elevation of the exterior of all dwellings, exclusive of openings and trim, shall be composed of masonry. All side walls of each dwelling structure situated on a corner lot which face or front on side streets shall be composed of masonry from the ground to the top of first floor window height, exclusive of openings and trim, provided, however, this provision shall not be construed as permitting dwellings situated on corner lots to face side streets. For the purpose of these restrictions, masonry includes stucco and all materials commonly referred to in the San Antonio building industry as masonry."

As hereby amended, the aforesaid Declaration of Covenants, Conditions and Restrictions is hereby ratified for all purposes.

EXECUTED this the 23 day of March, 1977.

TEXAS CENTRAL MORTGAGE CO.
Attest:

[Signature]
Assistant Secretary

TEXAS CENTRAL MORTGAGE CO.

BY: *[Signature]*
Vice-President

RLD
Jas
Jas
R.H. TK

CS
T.N.

Ch. Brant
6 21 77

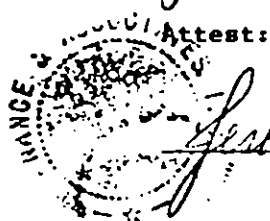
EX 8171 MC 358



Attest:
Jerome Schorn
Secretary

LANCE & ASSOCIATES, INC.

By: Wayne T. Lance
President



Attest:
Jerome Schorn
President

WINDSOR HOMES, INC.

By: Jack E. Smith
President

Attest:

Anna J. Smith
Secretary

COATES DEVELOPMENT COMPANY

By: Richard J. Bettis
Vice-President



Attest:
Robert J. Grant
Assistant Secretary

FRED E. BURNS, INC.

By: Fred E. Burns
President

Attest:



Attest:
Jerome Schorn
Secretary

CARLOS MADRID & ASSOCIATES, INC.

By: Carlos Madrid
President

VETERANS ADMINISTRATION

By: Thomas W. Bennett
Authorized Agent

SECRETARY OF HOUSING AND URBAN DEVELOPMENT, acting by and through the FEDERAL HOUSING COMMISSIONER

By: [Signature]
Authorized Agent

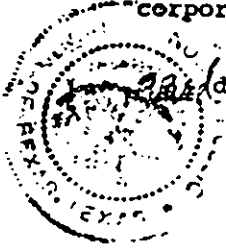
VER 8171 REC 359

8171 REC 360

THE STATE OF TEXAS
COUNTY OF BEXAR

I
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Before me, the undersigned authority, on this day personally appeared Walter W. Nance, President of NANCE & ASSOCIATES, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.



Given under my hand and seal of office, this the 22 day of March, 1977.

Dulcy Smith
Notary Public in and for
Bexar County, Texas

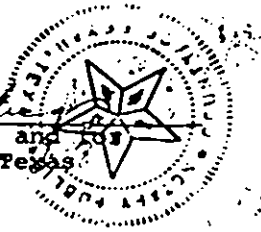
THE STATE OF TEXAS
COUNTY OF BEXAR

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Before me, the undersigned authority, on this day personally appeared R. D. Lenzen, Vice President of TEXAS CENTRAL MORTGAGE CO., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office, this the 23rd day of March, 1977.

Janice E. Luby
Notary Public in and for
Bexar County, Texas



THE STATE OF TEXAS
COUNTY OF BEXAR

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Before me, the undersigned authority, on this day personally appeared Jack Smith, President of WINDSOR HOMES, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office, this the 23 day of March, 1977.



Dulcy Smith
Notary Public in and for
Bexar County, Texas

THE STATE OF TEXAS

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COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Richard T. Betts, Vice-President of COATES DEVELOPMENT COMPANY, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office, this the 23rd day of March, 1977.



[Signature]
Notary Public in and for
Bexar County, Texas

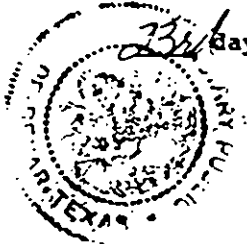
THE STATE OF TEXAS

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COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Fred E. Burns, President of FRED E. BURNS, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office, this the 23rd day of March, 1977.



[Signature]
Notary Public in and for
Bexar County, Texas

THE STATE OF TEXAS

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COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Carlos Madrid, Jr., President of CARLOS MADRID & ASSOCIATES, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office, this the 23rd day of March, 1977.



[Signature]
Notary Public in and for
Bexar County, Texas

WR 8171 REV 351

8171 REC 362

THE STATE OF TEXAS
COUNTY OF BEXAR

X
X
X

Before me, the undersigned authority, on this day personally appeared Charles W. Grant, Officer in Charge of the VETERANS ADMINISTRATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said agency.

Given under my hand and seal of office, this the 29th day of March, 1977.



[Signature]
Notary Public in and for
Bexar County, Texas

THE STATE OF TEXAS
COUNTY OF BEXAR

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X

Before me, the undersigned authority, on this day personally appeared JAMES M. JONES of the FEDERAL HOUSING ADMINISTRATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said agency.

Given under my hand and seal of office, this the 22nd day of JUNE, 1977.



[Signature]
Notary Public in and for
Bexar County, Texas
H. GORDIN MONTGOMERY

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the DEED RECORDS of Bexar County, Texas, as stamped hereon by me.

FILED IN MY OFFICE

JUN 23 1977 4:46 PM

ROBERT D. GREEN, County Clerk Bexar Co. [Signature]



JUN 24 1977

[Signature]
COUNTY CLERK
BEXAR COUNTY, TEXAS

RETURN TO: Mr. Richard L. Kerr
Foster, Lewis, Langley, Gardner & Banack
1655 Frost Bank Tower
San Antonio, Texas 78205