

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 2078, Page 707 in the Deed and Property Records of Bexar County, a duplicate copy of which follows under Appendix C-1.

DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
(ADDITIONAL AREAS OF GREAT NORTHWEST SUBDIVISION)

ARTICLE I

DEFINITIONS

- Section 1.1** “Association” shall mean and refer to GREAT NORTHWEST COMMUNITY IMPROVEMENT ASSOCIATION NUMBER TWO, 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.
- 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 NANCE & ASSOCIATES, 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 on (1) 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, and “undeveloped lot” shall be a lot upon which a residential building has not been constructed.

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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 Bylaws, 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.

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.

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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, 1991.

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 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.

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 \$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 six percent (6%) by the vote or written assent of sixty-six and two-

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thirds percent (66-2/3rds%) 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 Sections 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 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

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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 nonuse 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 mad 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

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composed of Wayne T. Nance, H. J. Buckley 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 of members shall have full authority to appoint a successor member or members 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, 1996; provided, however, that at that time the then recorded 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 now 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.

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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 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 4,500 square feet, nor a frontage of less than 31 linear feet as the minimum setback 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 \$27,500.00, 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

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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 in height or number of stories.

Section 6.8 Building Location: No building shall be located on any Lot nearer than twenty feet (20') 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 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 on (1) square foot, on (1) sign of size not more than five (5) 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 material 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.

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Section 6.13 Fences, Walls, Hedges: In order to ensure 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 (6') 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. No 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 platted 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 (5') 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 (5') wide easements for drainage purposes on, over, and across the rear lot lines and three foot (3') wide easements from 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 (2) and six feet (6') 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 twenty-five feet (25') 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 ten

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feet (10') 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.

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

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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 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 Real Property 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 Federal Housing Administration (FHA) and/or the Veterans Administration (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 FHA and/or the VA: annexation of additional Properties, dedication of Common Area, and Amendment of this Declaration of Covenants, Conditions and Restrictions.

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Appendix C-1

DEED

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
(ADDITIONAL AREAS OF GREAT NORTHWEST SUBDIVISION)

THE STATE OF TEXAS §

COUNTY OF BEXAR §

THIS DECLARATION made on the date hereinafter set forth by NANCE & ASSOCIATES, 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 two separate plats recorded in Volume 8700, Pages 139-142 and Volume 8800, Pages 215-217 of the Deed and Plat Records of Bexar County, Texas, and more particularly described as follows, to-wit:

Lots 33 through 89, inclusive, Block 39; Lots 26 through 83, inclusive, Block 40; Lots 23 through 50, inclusive, Block 43; Lots 13 through 25, inclusive, Block 44; Lots 1 through 21, inclusive, Block 61; Lots 1 through 26, inclusive, Block 62; Lots 1 through 35, inclusive, Block 63; and Lots 1 through 23, inclusive, Block 64, all such lots being situated in GREAT NORTHWEST SUBDIVISION, UNIT 19, according to a plat thereof recorded in Volume 8700, Pages 139-142, of the Deed and Plat Records of Bexar County, Texas; and

Lots 55 through 99, inclusive, Block 1; Lots 107 through 112, inclusive, Block 24; and Lots 1 through 27, inclusive, Block 65, all such lots being situated in GREAT NORTHWEST SUBDIVISION, UNIT 20, according to a plat thereof recorded in Volume 8800, Pages 215-217, of the Deed and Plat Records of Bexar County, Texas.

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

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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 NUMBER TWO, 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:

Lot 2, Block 41, GREAT NORTHWEST, UNIT 41,
according to a plat thereof recorded in Volume 8900,
Page 198 of the Deed and Plat Records of Bexar
County, Texas.

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 NANCE & ASSOCIATES, 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 (1) 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.

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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 sixty (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 Bylaws, 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 Bylaws, 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

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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, 1991.

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 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 \$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 per cent (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 six per cent (6%) by the vote or written assent of sixty-six and two-thirds per cent (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 Sections 4.3 or 4.4 shall be sent to all members not less than fifteen (15) days nor more than fifty (50)

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days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (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 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 per cent (6%) per annum. The Association may bring an action at law against

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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 nonuse 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

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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, H. J. Buckley 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, 1996; 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.

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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 4,500 square feet, nor a frontage of less than 41 linear feet as the minimum setback 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 \$27,500.00, 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.

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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 feet (20') 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 (1) square foot, one (1) sign of size not more than five (5) 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

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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 ensure 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 (6') 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. No 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 platted 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 (5') 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

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erected on the easement. The gates provided for herein shall remain unlocked at all times.

There is hereby created five foot (5') wide easements for drainage purposes on, over, and across the rear lot lines and three foot (3') 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 (2) and six feet (6') 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 twenty-five feet (25') 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 ten feet (10') 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.

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

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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 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 per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot Owners. Any amendment must be recorded in the Real Property 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 Federal Housing Administration (FHA) and/or the Veterans Administration (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 FHA and/or the VA: 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 15th day of September, 1980.

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Attest:

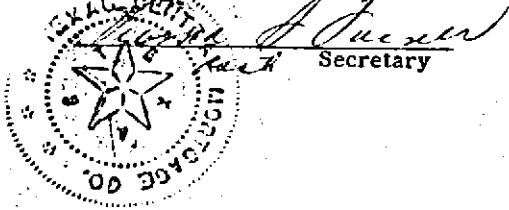
[Signature]
Secretary

NANCE & ASSOCIATES, INC.

By: Wayne T. Nance
Wayne T. Nance, President

TEXAS CENTRAL MORTGAGE CO.

Attest:



[Signature]
Secretary

By: [Signature]
R. D. Lenzon, Vice President

DECLARANT

THE STATE OF TEXAS §

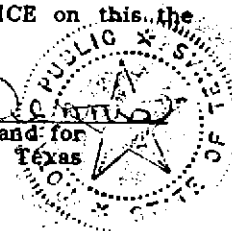
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared WAYNE T. 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 on this the 15 day of September, 1980.

My Commission Expires:
12-6-81

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



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THE STATE OF TEXAS §

COUNTY OF BEXAR §

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.

15th GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15th day of September, 1980.

My Commission Expires:

2-5-81

Roseann C. Smith
Notary Public in and for
Bexar County,
Texas



RETURN TO:

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

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EXHIBIT "A"

66.203 acres of land out of a 326.704 acre tract recorded in Volume 7187, Page 310, of the Deed Records of Bexar County, Texas, and out of a 217.898 acre tract recorded in Volume 7357, Page 722, of the Deed Records of Bexar County, Texas, and out of a 154.031 acre tract recorded in Volume 1487, Page 450-451, of the Deed Records of Bexar County, Texas, and out of the Domingo Perez Survey No. 190, Abstract 578, County Block 4447, said 66.208 acres of land being more particularly described as follows to wit:

- Beginning: at a point in the northwest corner of Great Northwest, Unit 2, Subdivision recorded in Volume 7900, Page 43, of the Plat Records of Bexar County, Texas, said point being in the northeast corner of Lot 25, Block 40, of the Great Northwest, Unit 12, Subdivision, recorded in Volume 8200, Page 152, of the Plat Records of Bexar County, Texas, and the southwest corner of Great Northwest, Unit 14 Subdivision, recorded in Volume 8600, Pages 152 and 153 of the Plat Records of Bexar County, Texas
- Thence: N 85° 54' 05" W, 380.00 feet with the North line of said Great Northwest, Unit 12, Subdivision, to a point in the northwest corner of Lot 21, Block 40, of said Great Northwest, Unit 12, Subdivision;
- Thence: N 04° 05' 55" E, 57.48 feet to a point in the North line of said 326.784 acre tract and the South line of said 154.031 acre tract;
- Thence: with the North line of said 326.784 acre tract, the South line of said 154.031 acre tract, and the South line of the herein described tract as follows:
- N 86° 47' 33" W, 57.32 feet;
- N 85° 51' 38" W, 899.01 feet;
- Thence: S 12° 33' 35" E, 104.40 feet;
- Thence: N 85° 51' 38" W, 208.00 feet to a point for the southwest corner of the herein described tract;
- Thence: with the West line of the herein described tract as follows:
- N 50° 57' 59" E, 146.16 feet;
- N 21° 55' 29" E, 224.40 feet to a point of curvature;
- 69.71 feet with the arc of a curve to the right having a radius of 498.00 feet and a central angle of 08° 01' 15" to a point of tangency;
- N 29° 56' 44" E, 706.34 feet;
- N 07° 00' 11" E, 284.32 feet to a point for the northwest most corner of the herein described tract;
- Thence: S 60° 03' 16" E, 295.00 feet;
- Thence: S 68° 15' 28" W, 187.39 feet;
- Thence: S 29° 56' 44" W, 20.00 feet;
- Thence: S 85° 51' 38" E, 1099.46 feet;
- Thence: S 04° 08' 22" W, 50.00 feet;
- Thence: N 85° 51' 38" W, 1092.28 feet to a point of curvature;
- Thence: 56.02 feet with the arc of a curve to the left having a radius of 50.00 feet and a central angle of 64° 11' 38" to a point of tangency;

EXHIBIT "A"

- Thence: S 29° 56' 44" W, 214.38 feet;
- Thence: S 60° 03' 16" E, 10.00 feet to a point of curvature whose tangent bears N 66° 48' 56" E;
- Thence: 23.84 feet with the arc of a curve to the right having a radius of 50.00 feet and a central angle of 27° 19' 26" to a point of tangency;
- Thence: S 85° 51' 38" E, 87.69 feet to a point of curvature;
- Thence: 5.60 feet with the arc of a curve to the left having a radius of 5.00 feet and a central angle of 64° 11' 38";
- Thence: N 73° 18' 58" E, 72.81 feet;
- Thence: N 29° 56' 44" E, 90.30 feet;
- Thence: with the North line of the herein described tract as follows:
- S 85° 51' 38" E, 537.37 feet;
- S 72° 12' 06" E, 238.41 feet;
- S 85° 54' 05" E, 406.04 feet to a point of curvature;
- 236.92 feet with the arc of a curve to the left having a radius of 905.00 feet and a central angle of 14° 59' 58" to a point of curvature whose tangent bears S 26° 41' 25" E;
- 43.79 feet with the arc of a curve to the left having a radius of 1260.00 feet and a central angle of 01° 59' 29" to a point of tangency;
- S 28° 40' 54" E, 50.82 feet;
- S 88° 39' 39" E, 57.75 feet to a point of curvature whose tangent bears S 28° 40' 54" E;
- 6.75 feet with the arc of a curve to the left having a radius of 5.00 feet and a central angle of 77° 17' 43" to a point of compound curvature;
- 212.77 feet with the arc of a curve to the left having a radius of 1015.00 feet and a central angle of 12° 00' 38" to a point of compound curvature;
- 16.82 feet with the arc of a curve to the left having a radius of 10.00 feet and a central angle of 96° 23' 50";
- N 67° 06' 28" E, 51.03 feet to a point of curvature whose tangent bears S 34° 24' 05" E;
- 7.62 feet with the arc of a curve to the left having a radius of 5.00 feet and a central angle of 87° 19' 03" to a point of compound curvature;
- 47.52 feet with the arc of a curve to the left having a radius of 1015.00 feet and a central angle of 02° 40' 57" to a point of tangency;
- N 55° 35' 55" E, 172.73 feet to a point of curvature;
- 7.85 feet with the arc of a curve to the left having a radius of 5.00 feet and a central angle of 90° 00' 00";
- N 55° 35' 55" E, 50.00 feet to a point of curvature whose tangent bears S 34° 24' 05" E;

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7.85 feet with the arc of a curve to the left having a radius of 5.00 feet and a central angle of $90^{\circ} 00' 00''$ to a point of tangency;

N $55^{\circ} 35' 55''$ E, 219.00 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 $90^{\circ} 00' 00''$;

N $55^{\circ} 35' 55''$ E, 60.00 feet to a point of curvature whose tangent bears S $34^{\circ} 24' 05''$ 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 $90^{\circ} 00' 00''$ to a point of tangency;

N $55^{\circ} 35' 55''$ E, 26.67 feet to a point of curvature;

77.58 feet with the arc of a curve to the right having a radius of 305.00 feet and a central angle of $14^{\circ} 34' 28''$;

N $33^{\circ} 13' 57''$ W, 31.13 feet to a point of curvature;

122.03 feet with the arc of a curve to the right having a radius of 260.00 feet and a central angle of $26^{\circ} 53' 31''$;

S $86^{\circ} 10' 19''$ E, 845.61 feet;

N $08^{\circ} 44' 04''$ W, 20.00 feet;

N $31^{\circ} 30' 34''$ W, 482.45 feet;

N $81^{\circ} 15' 56''$ E, 610.00 feet to a point for the northeast corner of the herein described tract;

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

S $23^{\circ} 01' 08''$ W, 557.21 feet;

S $08^{\circ} 44' 04''$ E, 361.19 feet;

S $81^{\circ} 15' 56''$ W, 130.00 feet;

S $08^{\circ} 44' 04''$ E, 992.80 feet;

S $09^{\circ} 23' 16''$ E, 120.53 feet to a point for the southeast corner of the herein described tract;

Thence: with a South line of the herein described tract as follows:

N $85^{\circ} 35' 53''$ W, 100.07 feet;

S $22^{\circ} 50' 52''$ W, 105.33 feet to a point of curvature for the southeast corner of Lot 8, Block 39, of the Great Northwest, Unit 10 Subdivision, recorded in Volume 8200, Page 180, of the Plat Records of Bexar County, Texas, whose tangent bears N $67^{\circ} 09' 08''$ W;

48.54 feet with the arc of a curve to the left having a radius of 50.00 feet and a central angle of $55^{\circ} 37' 09''$ with the South line of said Lot 8;

N $85^{\circ} 54' 05''$ W, 5.00 feet to a point for the southwest corner of said Lot 8;

N $04^{\circ} 05' 55''$ E, 107.54 feet to a point in the North line of said Great Northwest, Unit 10 Subdivision, and the northeast corner of Lot 7, Block 39, of said Great Northwest, Unit 10 Subdivision;

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N 85° 35' 53" W, 465.01 feet with the North line of said Great Northwest, Unit 10 Subdivision, to a point for the northwest corner of Lot 1, Block 39, of said Great Northwest, Unit 10 Subdivision, and the northeast corner of said Great Northwest, Unit 2 Subdivision, and the southeast corner of said Great Northwest, Unit 14 Subdivision;

Thence: with the East line of said Great Northwest, Unit 14 Subdivision, as follows:

N 04° 05' 55" E, 104.00 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";

N 04° 05' 55" E, 50.00 feet to a point of curvature whose tangent bears N 85° 54' 05" W;

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";

N 85° 54' 05" W, 60.00 feet to a point of curvature whose tangent bears S 04° 05' 55" W;

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 a point of tangency;

N 85° 54' 05" W, 104.00 feet;

N 04° 05' 55" E, 22.64 feet to a point of curvature;

594.68 feet with the arc of a curve to the left having a radius of 885.00 feet and a central angle of 38° 30' 00" to a point of tangency;

N 34° 24' 05" W, 195.65 feet;

S 55° 35' 55" W, 105.00 feet;

N 34° 24' 05" W, 50.00 feet;

S 55° 35' 55" W, 47.51 feet;

N 34° 24' 05" W, 110.00 feet to a point for the North corner of Lot 22, Block 43, of said Great Northwest, Unit 14 Subdivision;

Thence: with the North line of said Great Northwest, Unit 14 Subdivision, as follows:

S 55° 35' 55" W, 195.22 feet to a point of curvature;

789.54 feet with the arc of a curve to the right having a radius of 1175.00 feet and a central angle of 38° 30' 00" to a point of tangency;

N 35° 54' 05" W, 312.62 feet to a point for the northwest corner of Lot 1, Block 43, of Great Northwest, Unit 14 Subdivision;

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Thence: with the West line of said Great Northwest, Unit 14 Subdivision, as follows:

S 04° 05' 55" W, 104.00 feet;

N 85° 54' 05" W, 60.00 feet to a point of curvature whose tangent bears S 04° 05' 55" W;

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";

S 04° 05' 55" W, 50.00 feet to a point of curvature whose tangent bears S 85° 54' 05" E;

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 a point of tangency;

S 04° 05' 55" W, 208.00 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";

S 04° 05' 55" W, 50.00 feet to a point of curvature whose tangent bears S 85° 54' 05" E;

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 a point of tangency;

S 04° 05' 55" W, 104.00 feet to the point of beginning containing 66.208 acres of land more or less.

19.759 acres of land out of a 160.000 acre tract described by Deed Recorded in Volume 1749, Page 559, of the Deed Records of Bexar County, Texas, being out of the Elizabeth Plunkett Survey, No. 72, Abstract No. 573, County Block 4433, Bexar County Texas, said 19.759 acres of land being more particularly described as follows to wit:

Beginning: at a point for the southeast corner of Lot 58, Block 24, of the Great Northwest, Unit 5 Subdivision, recorded in Volume 8100, Page 55, of the Plat Records of Bexar County, Texas, said point being the southwest corner of Great Northwest, Unit 6 Subdivision, recorded in Volume 8200, Page 73, of the Plat Records of Bexar County, Texas;

Thence: N 69° 52' 02" E, 111.14 feet with the South line of said Great Northwest, Unit 6 Subdivision, to a point for the East corner of the herein described tract;

Thence: with the southeast line of the herein described tract as follows:

S 31° 00' 54" W, 736.62 feet;

N 61° 05' 32" W, 80.05 feet;

S 26° 48' 03" W, 727.65 feet to a point for the South corner of the herein described tract;

Thence: with the southwest line of the herein described tract as follows:

N 63° 03' 31" W, 759.66 feet;

N 53° 46' 44" W, 411.13 feet to a point for the West corner of the herein described tract, said point being in the southwest corner of Lot 14, Block 1, of the Great Northwest, Unit 1 Subdivision, recorded in Volume 7700, on Pages 149-153 of the Plat Records of Bexar County, Texas;

Thence: N 69° 52' 02" E, 1791.75 feet with the South line of said Great Northwest, Unit 1 Subdivision, and the North line of the herein described tract to the point of beginning containing 19.759 acres of land more or less.

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27.723 acres of land out of the Domingo Perez Survey, No. 190, Abstract 578, County Block 4447, and being out of a 217.88 acre tract as recorded in Volume 7357, Page 722, a 326.784 acre tract as recorded in Volume 7187, Page 310, and a 153.66 acre tract as recorded in Volume 1487, Page 450-451 of the Deed Records of Bexar County, Texas, said 27.723 acres of land being more particularly described as follows to wit:

Beginning: at a point N 85° 54' 05" W, 60.00 feet from the southeast corner of the herein described tract, said point being the northeast corner of Lot 30, Block 11, of the Great Northwest, Unit 2, Subdivision recorded in Volume 7900, Page 45, in the Deed and Plat Records of Bexar County, Texas, and being in the West right-of-way line of Cliffbriar Drive a street established by said Great Northwest, Unit 2;

Thence: N 85° 54' 05" W, 1900.00 feet with the South line of the herein described tract to a point for the southwest corner of the herein described tract;

Thence: with the West line of the herein described tract as follows:

N 04° 05' 55" E, 104.00 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 a point of tangency;

N 04° 05' 55" E, 50.00 feet to a point of curvature whose tangent bears S 85° 54' 05" 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 04° 05' 55" E, 208.00 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";

N 04° 05' 55" E, 50.00 feet to a point of curvature whose tangent bears S 85° 54' 05" 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";

S 85° 54' 05" E, 60.00 feet

N 04° 05' 55" E, 104.00 feet to a point for the northwest corner of the herein described tract;

Thence: with the North line of the herein described tract as follows:

S 85° 54' 05" E, 312.62 feet to a point of curvature;

789.54 feet with the arc of a curve to the left having a radius of 1175.00 feet and a central angle of 38° 30' 00" to a point of tangency;

N 55° 35' 55" E, 195.22 feet;

S 34° 24' 05" E, 110.00 feet;

N 55° 35' 55" E, 152.51 feet to a point for the northeast most corner of the herein described tract;

Thence: with the East line of the herein described tract as follows;

S 34° 24' 05" E, 245.65 feet to a point of curvature;

594.68 feet with the arc of a curve to the right having a radius of 885.00 feet and a central angle of 38° 30' 00" to a point of tangency;

S 04° 05' 55" W, 22.64 feet;

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S 85° 54' 05" E, 104.00 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";

S 85° 54' 05" E, 60.00 feet to a point of curvature whose tangent bears S 04° 05' 55" 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";

S 04° 05' 55" W, 50.00 feet to a point of curvature whose tangent bears N 85° 54' 05" 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 04° 05' 55" W, 104.00 feet to a point in the southeast corner of the herein described tract;

Thence: N 85° 54' 05" W, 60.00 feet to the Point of Beginning containing 27.723 acres of land more or less.

12.652 acres of land out of the Domingo Perez Survey No. 190, Abstract 578, County Block 4447, Bexar County, Texas, and being out of a 217.898 acre tract described by Deed recorded in Volume 7357, Page 722, of the Deed Records of Bexar County, Texas, said 12.652 acres of land being more particularly described as follows to wit:

Beginning: at a point in the North line of Great Northwest, Unit 19, Subdivision, recorded in Volume 8200, Page 140, of the Plat Records of Bexar County, said point being N 85° 54' 05" W, 7.51 feet from the northeast corner of Lot 18, Block 64, of said Great Northwest, Unit 19, Subdivision for the southwest corner of the herein described tract;

Thence: with the West line of the herein described tract as follows;

N 03° 52' 43" E, 352.02 feet;

N 86° 10' 19" W, 110.00 feet;

N 03° 52' 43" E, 85.02 feet to a point of curvature;

8.47 feet with the arc of a curve to the right having a radius of 25.00 feet and a central angle of 19° 25' 14" to a point of curvature whose tangent bears S 23° 17' 57" W;

218.63 feet with the arc of a curve to the right having a radius of 50.00 feet and a central angle of 250° 31' 44" to a point of tangency;

S 86° 10' 19" E, 79.56 feet;

N 03° 49' 41" E, 110.00 feet to a point for the northwest corner of the herein described tract;

Thence: S 86° 10' 19" E, 923.51 feet with the North line of the herein described tract to a point of curvature for the northeast corner of the herein described tract whose tangent bears S 01° 11' 29" E;

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

313.00 feet with the arc of a curve to the left having a radius of 540.00 feet and a central angle of 33° 12' 36" to a point of tangency;

S 34° 24' 05" E, 16.00 feet to a point for the southeast corner of the herein described tract;

Thence: with the South line of the herein described tract and the North line of said Great Northwest Unit 19, Subdivision as follows:

S 55° 35' 55" W, 115.00 feet to a point of curvature;

7.85 feet with the arc of a curve to the right having a radius of 5.00 feet and a central angle of 90° 00' 00" to a point;

S 55° 35' 55" W, 50.00 feet to a point of curvature whose tangent bears S 34° 24' 05" E;

7.85 feet with the arc of a curve to the right having a radius of 5.00 feet and a central angle of 90° 00' 00" to a point of tangency;

S 55° 35' 55" W, 172.73 feet to a point of curvature;

47.52 feet with the arc of a curve to the right having a radius of 1015.00 feet and a central angle of 02° 40' 57" to a point of compound curvature;

7.62 with the arc of a curve to the right having a radius of 5.00 feet and a central angle of 87° 19' to a point;

S 67° 06' 28" W, 51.03 feet to a point of curvature whose tangent bears S 34° 23' 05" E;

16.83 feet with the arc of a curve to the right having a radius of 10.00 feet and a central angle of 96° 23' 51" to a point of compound curvature;

212.77 feet with the arc of a curve to the right having a radius of 1015.00 feet and a central angle of 12° 00' 38" to a point of compound curvature;

6.75 feet with the arc of a curve to the right having a radius of 5.00 feet and a central angle of 77° 17' 43" to a point;

N 88° 39' 38" W, 57.75 feet;

N 28° 40' 54" W, 50.83 feet to a point of curvature;

43.79 feet with the arc of a curve to the right having a radius of 1260.00 feet and a central angle of 01° 59' 29" to a point of curvature whose tangent bears S 79° 05' 57" W;

236.92 feet with the arc of a curve to the right having a radius of 905.00 feet and a central angle of 14° 59' 58" to a point of tangency;

N 85° 54' 05" W, 65.25 feet to the point of beginning containing 12.652 acres of land more or less.

EXHIBIT "A"

154.031 acres of land being approximately 124.00 acres out of the Domingo Perez Survey No. 190, Abstract 578, County Block 4447 and 30.031 acres out of the G.W. Lewis Survey No. 189, Abstract 441, County Block 4416, Bexar County, Texas, said 154.031 acres of land being further described as follows to wit:

Beginning: at an iron pin on the West line of Tezel Road for the northeast corner of the herein described tract, said point being S 03° 45' 55" W, 6728.0 feet from a fence corner at the southwest intersection of Tezel Road and Guilbeau Road;

Thence: with the West line of Tezel Road as follows:

S 02° 23' 30" W, 43.55 feet to an iron pin set;

S 17° 00' 52" W, 39.79 feet to an iron pin set;

Thence: with the northwest line of old Tezel Road as follows:

S 44° 09' 51" W, 163.58 feet to an iron pin set;

N 85° 52' 06" W, 633.04 feet to an iron pin set by a fence corner for an interior angle of the herein described tract;

S 08° 08' 06" W, 333.21 feet to an iron pin set in the fence;

S 45° 35' 14" W, 62.11 feet 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° 14' 22" W, 1161.61 feet to a "X" in a concrete fence post;

N 85° 53' 19" W, 1737.67 feet to a point;

N 85° 56' 53" W, 483.57 feet to a point;

N 85° 18' 00" W, 206.35 feet to a point;

N 86° 17' 44" W, 325.15 feet to a point;

N 85° 35' 53" W, 1719.62 feet to a point;

N 86° 04' 11" W, 1528.30 feet to a point;

N 86° 47' 33" W, 169.04 feet to a point;

N 85° 51' 38" W, 2525.48 feet to a point;

N 85° 32' 42" W, 1317.37 feet to an iron pin set for the southwest corner of the herein described tract;

Thence: Along the West line of the herein described tract as follows;

N 02° 25' 01" E, 220.29 feet to an iron pin set;

N 47° 41' 13" E, 498.40 feet to an iron pin set for the northwest corner of the herein described tract;

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Thence: along the North line of the herein described tract as follows;

S 86° 03' 50" E, 574.27 feet to an iron pin found, said point being the southwest corner of a 217.898 acre tract as recorded in Volume 7357, Page 722, Deed Records of Bexar County, Texas;

S 85° 53' 13" E, 5962.25 feet with the South line of said 217.898 acre tract to an iron pin found;

S 85° 54' 48" E, 664.97 feet to a point in the fence line;

S 85° 58' 06" E, 1138.26 feet to a point in the fence line;

S 85° 49' 18" E, 1301.56 feet to a point in the fence line;

S 86° 00' 35" E, 684.87 feet to a point in the fence line;

S 85° 57' 23" E, 1321.23 feet to the point of beginning, containing 154.031 acres of land more or less.

29.00 acres of land out of the Elizabeth Plunkett Survey No. 72, Abstract No. 573, County Block 4433, and out of a 160.00 acre tract recorded in Volume 1749, Page 559, of the Deed Records of Bexar County, Texas, said 29.00 acres of land being more particularly described as follows to wit:

Beginning: at a point in the North line of said 160.00 acre tract, said point being N 69° 52' 02" E, 2166.65 feet from an iron pin in the northwest line of F. M. Highway 471, and being S 69° 52' 02" W, 28.75 feet from the southerly most corner of Lot 14, Block, 1 as recorded in Great Northwest, Unit 1, Volume 7700, Pages 149-153, in the Plat Records of Bexar County, Texas;

Thence: N 69° 52' 02" E, 1500.00 feet along the North line of said 160.00 acre tract, also with the South lines of said Great Northwest, Unit 1, and Great Northwest, Unit 5, as recorded in Volume 8100, Page 55, in the Plat Records of Bexar County, Texas, a distance of 973.31 feet and 499.84 feet respectively, after traversing a distance of 28.75 feet, to a point for the northeast corner of the herein described tract;

Thence: S 19° 41' 34" E, 1408.69 feet along the East line of the herein described tract to the southeast corner of same;

Thence: S 70° 18' 26" W, 295.96 feet along the South line of the herein described tract to the southwest corner of same;

Thence: N 60° 26' 44" W, 1844.37 feet with the West line of the herein described tract to the point of beginning, containing 29.00 acres of land, more or less.

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EXHIBIT "A"

71.028 acres of land out of the Elizabeth Plunkett Survey No. 72, Abstract No. 573, County Block 4433, and out of a 160.00 acre tract described by Deed recorded in Volume 1749, Page 559, of the Deed Records of Bexar County, Texas, said 71.028 acres of land being more particularly described as follows to wit:

- Beginning: at an iron pin found in the northeast line of F.M. Highway 471 and the North line of said 160.00 acre tract, said point being 409.41 feet in a northwesterly direction along the northeast line of F.M. 471 to the northeast corner of Timber Wilde Drive and F.M. 471.
- Thence: N 69° 52' 02" E, 2166.65 feet along the North line of said 160.00 acre tract with a fence to the northeast corner of the herein described tract;
- Thence: S 60° 26' 44" E, 1844.37 feet along the East line of the herein described tract to the southeast corner of said tract;
- Thence: S 70° 18' 26" W, 2557.72 feet along the South line of the herein described tract to a point in the northeast line of F.M. 471 for the southwest corner of the herein described tract;
- Thence: with the northeast line of F.M. 471 as follows:
N 61° 08' 57" W, 31.45 feet to a point of curvature in the West line of the herein described tract;
264.97 feet with the arc of a curve to the right, said curve having a central angle of 05° 22' 27" and a radius of 2824.93 feet, to a corner in the West line of the herein described tract;
- Thence: N 44° 42' 03" E, 452.20 feet to a corner of the herein described tract;
- Thence: N 45° 17' 57" W, 507.19 feet to a corner of the herein described tract;
- Thence: S 44° 42' 03" W, 499.39 feet to a point in the northeast line of F.M. 471;
- Thence: with the northeast line of F.M. 471 as follows:
N 45° 55' 57" W, 525.90 feet to a point of curvature in the West line of the herein described tract;
275.51 feet with the arc of a curve to the left, said curve having a tangent bearing of N 45° 35' 35" W, a central angle of 05° 26' 02" and a radius of 2904.93 feet, to the point of beginning, containing 71.028 acres of land, more or less.

EXHIBIT "A"

68.293 acres of land being out of an 83.043 acre tract of land, out of Division 5 of the Domingo Perez O.S. 190, County Block 4447, Bexar County, Texas, said 68.293 acres of land being more particularly described as follows to wit:

- Beginning: at a point in the West line of Tezel Road for the southeast corner of the herein described tract, said point being S 03° 45' 55" W, 6728.00 feet from a fence corner at the southwest intersection of Tezel Road and Guilbeau Road and also being the northeast corner of a 154.031 acre tract recorded in Volume 1487, Page 450-451, of the Deed Records of Bexar County, Texas;
- Thence: with the South line of the herein described tract and the North line of said 154.031 acre tract as follows:
- N 85° 57' 23" W, 1321.23 feet;
 - N 86° 00' 35" W, 684.87 feet;
 - N 85° 49' 18" W, 1301.56 feet;
 - N 85° 58' 06" W, 1138.26 feet;
 - N 85° 54' 48" W, 664.97 feet to a point for the southwest corner of the herein described tract;
- Thence: N 08° 44' 04" W, 376.56 feet to a point for the most westerly corner of the herein described tract;
- Thence: with a northwesterly line of the herein described tract and being a southeasterly line of a 217.898 acre tract as recorded in Volume 7357, Page 722, of the Deed Records of Bexar County, Texas, as follows:
- S 86° 28' 37" E, 554.95 feet;
 - N 08° 52' 58" W, 225.67 feet to a point for the northwest corner of the herein described tract;
- Thence: S 86° 05' 54" E, 4676.96 feet to a point for the northeast corner of the herein described tract and the southeast corner of said 217.898 acre tract;
- Thence: S 02° 50' 11" W, 606.63 feet with the West line of Tezel Road and the East line of the herein described tract to the Point of Beginning containing 68.293 acres of land more or less.

EXHIBIT "A"

137.428 acres of land out of the Domingo Perez Survey No. 190, County Block 4447, Bexar County, Texas, and being out of a 217.898 acre tract as recorded in Volume 7357, Page 722, of the Deed Records of Bexar County, Texas, said 137.423 acres of land being more particularly described as follows, to wit:

Beginning: at a point in the North line of said 217.898 acre tract, for the northeast corner of the herein described tract, said point being N 86° 13' 53" W, 3143.76 feet, N 86° 02' 51" W, 1486.78 feet, and N 86° 08' 59" W, 769.46 feet from an iron pin set at a concrete post on the West line of Tezel Road;

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

S 03° 26' 36" W, 121.00 feet to a point of curvature;

106.27 feet with the arc of a curve to the left, having a radius of 500.00 feet and a central angle of 12° 10' 40" to a point of tangency;

S 08° 44' 04" E, 1009.28 feet to a point for the southeast corner of the herein described tract;

Thence: N 85° 53' 13" W, 5895.58 feet with the South line of the herein described tract to a point for the southwest corner of the herein described tract;

Thence: with the West line of said 217.898 acre tract and the West line of the herein described tract as follows:

N 00° 14' 05" E, 438.87 feet;

N 82° 59' 13" E, 119.47 feet;

N 74° 21' 13" E, 125.20 feet;

N 84° 25' 24" E, 133.22 feet;

N 82° 25' 23" E, 62.22 feet;

S 86° 05' 51" E, 154.19 feet;

S 89° 46' 56" E, 64.03 feet;

N 86° 54' 24" E, 256.47 feet;

S 88° 16' 16" E, 169.66 feet;

S 86° 14' 37" E, 396.04 feet;

N 03° 52' 43" E, 606.08 feet to a point for the northwest corner of the herein described tract and the northwest corner of said 217.898 acre tract;

Thence: S 86° 08' 59" E, 4224.11 feet with the North line of said 217.898 acre tract and the North line of the herein described tract to the point of beginning containing 137.428 acres of land more or less.

EXHIBIT "A"

80.322 acres of land out of the Domingo Perez Survey No. 190, County Block 4447, Bexar County, Texas, and being out of a 217.893 acre tract as recorded in Volume 7357, Page 722, of the Deed Records of Bexar County, Texas, said 80.322 acres of land being more particularly described as follows, to wit:

Beginning: at a point in the West right-of-way line of Tezel Road, said point being S 03° 45' 55" W, 5456.85 feet, and S 03° 24' 24" W, 665.35 feet from the southwest corner of Tezel Road and Guilbeau Road for a point in the North line of the herein described tract;

Thence: S 86° 13' 53" E, 8.10 feet to an iron pin set at a concrete post on the West line of Tezel Road for the northeast corner of the herein described tract;

Thence: S 03° 53' 29" W, 626.95 feet along the West line of Tezel Road with a fence to an iron pin set at a fence corner 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° 05' 54" W, 4676.96 feet to an iron pin set at a fence corner;

S 08° 52' 58" E, 225.67 feet to an iron pin set at a fence corner;

N 86° 28' 37" W, 554.95 feet to an iron pin set at a fence corner;

S 08° 44' 04" E, 376.56 feet to an iron pin found at a fence corner;

N 85° 53' 13" W, 66.67 feet to an iron pin set at a steel post for the southwest corner of the herein described tract;

Thence: along the West line of the herein described tract and the center-line of a proposed 130.00 foot drainage easement as follows:

N 08° 44' 04" W, 1009.28 feet to a point of curvature;

106.27 feet with the arc of a curve to the right, having a radius of 500.00 feet and a central angle of 12° 10' 40" to a point of tangency;

N 03° 26' 36" E, 121.00 feet to a point for the northwest corner of the herein described tract;

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

S 86° 08' 59" E, 769.46 feet to an iron pin set;

S 86° 02' 51" E, 1486.78 feet to an iron pin set;

S 86° 13' 53" E, 3135.58 feet to the point of beginning containing 80.322 acres of land more or less.

EXHIBIT "A"

71.882 acres of land out of the Domingo Perez Survey #190, Abstract #579, Bexar County, Texas, and being out of a 143.1 acre tract described by Deed recorded in Volume 5759, Page 120, by the Deed Records of Bexar County, Texas, said 71.882 acres of land being more particularly described as follows to wit:

- Beginning: at a point in a fence in the North line of said 143.1 acre tract for the northeast corner of the herein described tract, said point being N 86° 10' 19" W, 5391.39 feet from the northeast corner of said 143.1 acre tract and West line of Tezel Road;
- Thence: S 03° 26' 36" W, 665.09 feet to a point in a fence in the South line of said 143.1 acre tract and in the North line of a 217.898 acre tract described by Deed recorded in Volume 7357, Page 722, of the Deed Records of Bexar County, Texas for the southeast corner of the herein described tract;
- Thence: N 86° 08' 59" W, 4224.11 feet with a fence along the South line of said 143.1 acre tract and the North line of said 217.898 acre tract to a point for the Northwest corner of said 217.898 acre tract;
- Thence: N 86° 11' 06" W, 826.12 feet with a fence along the South line of said 143.1 acre tract to a point for the southwest corner of the herein described tract and the southwest corner of said 143.1 acre tract;
- Thence: N 43° 58' 59" E, 941.06 feet with a fence along the West line of said 143.1 acre tract to a point for the northwest corner of the herein described tract and for the northwest corner of said 143.1 acre tract;
- Thence: S 86° 10' 19" E, 4378.53 feet with a fence along the North line of said 143.1 acre tract to the point of beginning containing 71.882 acres of land more or less.

82.524 acres out of the Domingo Perez Survey # 190, Abstract No. 579, Bexar County, Texas, and being out of a 143.1 acre tract described by Deed recorded in Volume 5759, Page 120, of the Deed Records of Bexar County, Texas, said 82.524 acres of land being more particularly described as follows to wit:

- Beginning: at a point in the West line of Tezel Road for the northeast corner of the herein described tract and for the northeast corner of said 143.1 acre tract, said point being S 03° 45' 55" W, 5456.85 feet from the southwest corner of Tezel Road and Guilbeau Road;
- Thence: S 03° 24' 24" W, 665.35 feet with a fence along the West line of Tezel Road and the East line of said 143.1 acre tract to a point in the North line of a 217.898 acre tract described by Deed recorded in Volume 7357, Page 722, of the Deed Records of Bexar County, Texas, for the southeast corner of said 143.1 acre tract;
- Thence: with a fence along the South line of said 143.1 acre tract and the North line of said 217.898 acre as follows:
N 86° 13' 53" W, 3135.58 feet;
N 86° 02' 51" W, 1486.78 feet;
N 86° 08' 59" W, 769.46 feet to a point for the southwest corner of the herein described tract;
- Thence: N 03° 26' 36" E, 665.09 feet to a point in a fence in the North line of said 143.1 acre tract for the northwest corner of the herein described tract;
- Thence: S 86° 10' 19" E, 5391.40 feet with a fence along the North line of said 143.1 acre tract to the point of beginning containing 82.524 acres of land more or less.

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EXHIBIT "A"

66.428 acres of land out of the Domingo Perez Survey No. 190, Abstract 578, County Block 4447 and the J. M. Ross Survey No. 229, Abstract 648, County Block 4448, Bexar County, Texas, and being out of a 789.637 acre tract described by Deed recorded in Volume 1789, Page 136, of the Deed records of Bexar County, Texas, said 66.428 acres of land being more particularly described as follows to wit:

- Beginning: at a point in the North line of a 143.1 acre tract described by Deed recorded in Volume 5759, Page 120, of the Deed Records of Bexar County, Texas, for the southeast corner of the herein described tract, said point being N 86° 10' 19" W, 8737.30 feet from the northeast corner of said 143.1 acre tract and the West line of Tezel Road;
- Thence: with the South line of the herein described tract and the North line of said 143.1 acre tract as follows:
- N 86° 10' 19" W, 1032.62 feet;
- S 48° 58' 59" W, 941.06 feet;
- N 85° 11' 06" W, 200.00 feet to a point for the southwest corner of the herein described tract;
- Thence: N 03° 48' 54" E, 2000.00 feet to a point for the northwest corner of the herein described tract;
- Thence: S 86° 11' 06" E, 1900.00 feet to a point for the northeast corner of the herein described tract;
- Thence: S 03° 48' 54" W, 1336.76 feet to the Point of Beginning containing 66.428 acres of land more or less.

2105

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO

1980 SEP 18 PM 2:25



STATE OF TEXAS }
COUNTY OF BEXAR }
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED, in the Official
Public Records of said County of Bexar, Texas on

SEP 18 1980



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

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