

DECLARATION OF RESTRICTIVE COVENANTS

OF

OAK MEADOW UNIT 7, PLANNED UNIT DEVELOPMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR §

THAT, OAK MEADOW JOINT VENTURE, a Texas joint venture, ("Declarant") being the owner of all of the Lots situated within that certain subdivision known as Oak Meadow Unit 7, Planned Unit Development, according to the plat of said subdivision recorded in Volume 9520, Page 65 of the Deed and Plat Records of Bexar County, Texas (hereinafter called "the subdivision"), for the purposes, consideration, and conditioned as hereinafter set forth, and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided Lots situated in the subdivision, does hereby adopt and establish the following restrictions and covenants to run with the land and to apply to the use, occupancy, and conveyance of the aforesaid described subdivided Lots therein, and each Contract or Deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content):

ARTICLE I

PURPOSE

The subdivision is encumbered by these Restrictions for the following reasons: to insure the best and highest use and most appropriate development of the property; to protect Lot owners against improper use of surrounding Lots; to preserve so far as practicable the natural beauty of the property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each Lot with appropriate locations; to secure and maintain proper setbacks from streets and adequate free space; and, in general, to provide for a high quality development to enhance the value of investment made by owners of Lots (as hereinafter defined).

ARTICLE II

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings.

(a) "Association" shall mean and refer to OAK MEADOW UNIT 7 HOMEOWNERS ASSOCIATION, a Texas non-profit corporation, its successors and assigns as provided for herein.

(b) "Properties" shall mean and refer to each tract and Lot lying within the above described Oak Meadow Unit 7, Planned Unit Development, and additions thereto, as are subject to this Declaration or any Amended or Supplemental Declaration.

(c) "Common Facilities" shall mean and refer to all property leased, owned, or maintained by the Association for the use and benefit of the Members of the Association. Common Facilities may include, but are not limited to walls, fences, greenbelts, street lamps, private streets, signs, benches and any improvement upon Association property.

(d) "Lot" shall mean and refer to any of the plots of land numbered Lots 27-48, inclusive, Block 1, New City Block 18012, in the City of San Antonio, according to the Subdivision Plat.

(e) "Subdivision Plat" shall mean and refer to the map or plat of Oak Meadow Unit 7, Planned Unit Development, filed for record in Volume 9520, Page 65, Deed and Plat Records of Bexar County, Texas, and any amendment thereof upon filing of record.

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

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or portion of a Lot, within the Properties, including contract sellers but excluding those having interest merely as security for the performance of an obligation.

(h) "Member" shall mean and refer to all those owners who are members of the Association as provided herein.

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

(j) "Declarant" shall mean and refer to Oak Meadow Joint Venture, a Texas joint venture composed of DWF - Oak Meadow Joint Venture and Stanley Rosenberg, its successors or assigns.

(k) "Committee" and "Architectural Control Committee" or "ACC" shall mean and refer to the committee created hereinafter, subject to the provisions herein, by Declarant.

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

ARTICLE III

USE

All Lots in the subdivision shall be known and described as garden house residential Lots and shall be used for single family residential purposes only.

No Owner shall occupy or use his Lot or any improvements thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guests and tenants, except that during the new home construction and sales period, the builder may erect and maintain such structures as are customary in connection with such construction and sale of such property, including, but not limited to, a business office, storage areas, sign, model units, and sales office.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

No building shall be erected, placed, or altered on any Lot until the construction plans and a site plan showing the location of the structures have been approved by the Architectural Control Committee as to general compatibility of external design with existing structures, and as to location with respect to topography and finish grade elevation. In considering the harmony of external design between existing structures and the proposed building being erected, placed, or altered, the Architectural Control Committee shall consider only the general appearance of the proposed building that can be determined from front, rear, and side elevations on submitted plans. Considerations such as size, setback, cost, and other specific objection requirements are separate and apart from the function of the Architectural Control

Committee. The Committee's objective is to prevent unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built in the subdivision.

The initial Architectural Control Committee is composed of Daniel D. Kossel and Lloyd A. Denton, Jr., of 3330 Oakwell Court, Suite 200, San Antonio, Bexar County, Texas, and Joe Ginn of 16601 Blanco Rd., San Antonio, Bexar County, Texas. In the event of death or resignation of one or more members of the Committee, the remaining member or members shall have full authority to designate a successor. A resignation is effective when given in writing to DENTON DEVELOPMENT COMPANY, INC. or its successors. Neither the members of the Committee, or its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such Committee and of its designated representative and requirement of this Covenant shall cease on or after January 1, 1997; provided, however, that at any time the record owners of a majority of the Lots in this subdivision shall have the power, through a duly recorded instrument, to elect the Committee members who are to serve after January 1, 1997 and to extend the period during which the Committee shall exercise the powers and duties herein defined. The Committee's approval or disapproval as required in these Covenants shall be in writing. In the event this Committee, or its designated representative fails to approve or disapprove any matter within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related Covenants shall be deemed to have been fully complied with. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee or its members be subject to any suit by anyone for damages.

ARTICLE V

DWELLING COST, QUALITY, AND SIZE

No dwelling, exclusive of garages, open porches, patios and cost of land, shall be permitted on any Lot in this subdivision at a cost of less than \$40,000.00, based on cost levels prevailing on the date these Covenants are recorded. Said minimum improvement cost limitation is to be revised proportionately as of the date of actual construction of such improvements on each building site, respectively, to accord with the relative change in the Federal Home Loan Bank Board Index of Residential Building Costs in San Antonio, Texas. If such index values are not available at the time of actual construction, then said minimum improvements limitations above provided shall be revised in accordance with some suitable recognized index showing fluctuations in building costs. The minimum floor area of the main structure, measured to the outside of exterior walls, exclusive of garages, open porches, patios, and detached accessory buildings, shall be not less than 1,300 square feet for one-story dwellings and 1,500 square feet for split-level and multi-level dwellings.

ARTICLE VI

MINIMUM MASONRY 60%

For all purposes of these Restrictive Covenants, masonry includes stucco and all materials commonly referred to in the San Antonio, Texas, building industry as masonry. A minimum of sixty percent (60%) of the first floor wall area to top of first floor window height and exclusive of openings shall be of masonry or masonry veneer construction, but in no case shall there be less than front and two sides masonry, except that split-level and multi-level construction may be waived by the Architectural Control Committee should the plans and specifications so indicate and the plans and specifications be approved as presented without conditions attached.

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ARTICLE VII

TWO CAR CARPORT/GARAGE REQUIRED

Each dwelling constructed in this subdivision shall have a garage or carport suitable for parking two (2) standard size automobiles, which conforms in design and materials with the main structure.

ARTICLE VIII

DRIVEWAYS

All driveways in the subdivision shall be surfaced with concrete, or other similar substance. The decision of the Architectural Control Committee as to driveway location is final. Asphalt driveways are prohibited.

ARTICLE IX

BOAT, TRAILER, AND VEHICLE PARKING

No boat, trailer, boat rigging, motor home, non-operating vehicle, abandoned vehicle, camper, camper body, or similar vehicle shall be parked for storage, or repair, excluding routine maintenance, in the driveway of any dwelling, nor shall any such vehicle be parked for storage in the sideyard or backyard of any dwelling unless it is screened from regular public view by a fence. In no event shall any boat, trailer, boat rigging, motor home, non-operating vehicle, abandoned vehicle, camper, camper body, or similar vehicle be parked at any time, in the front yard of any dwelling. Nothing contained herein shall be construed to prohibit the storage of any unused vehicle in the garage or carport required on each Lot.

ARTICLE X

BUILDING LOCATION

No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than permitted by the minimum building setback lines shown on the recorded plat of such Lot. No residence building shall be located further than forty-five (45) feet from the front Lot line.

More specifically, the building setbacks shall be according to the following:

- a. It shall be allowable to have side setbacks of five (5) feet, but in no case will it be permissible for dwellings to be less than ten (10) feet apart without the sidewalls being firewalls as approved by the City of San Antonio Subdivision and Building Code.
- b. On Lots that are directly adjacent to any of Lots 1, 2, 3, 4, 17, 18, 19, or 20, Block 1, Oak Meadow Unit 1, Bexar County, Texas, the minimum rear setback shall be twenty feet (20) from the rear Lot line for one-story dwellings and thirty feet (30) from the rear Lot line for two-story portions of two-story dwellings. The rear setbacks for Lots other than those listed above shall be twenty feet (20).

For the purposes of this article, eaves, steps, and open porches, shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another Lot, except for roof overhangs. A four and one half (4 1/2) foot roof overhang easement on each side of each Lot is hereby provided and reserved.

ARTICLE XI

LOT AREA AND WIDTH

No dwelling shall be erected or placed on any Lot having a width of less than twenty-five (25) feet at the minimum setback line nor shall any dwelling be erected or placed on any Lot having less than three thousand (3,000) square feet.

ARTICLE XII

WAIVER OF FRONT SETBACK REQUIREMENTS

With written approval of the Architectural Control Committee, any building may be located further back from the front property line of a Lot than provided in Article XI, where, in the opinion of said Committee, the proposed location of the building will add to the appearance and value of the Lot and will not substantially detract from the appearance of the adjoining Lots. Should the site plan or plat showing location of the proposed structure indicate on its fact that a variance is sought or needed, approval of the plans, without conditions attached, shall include approval of such variance.

ARTICLE XIII

EASEMENTS

Easements for installation and maintenance of landscaping, walls, utilities, and drainage facilities are reserved as shown on the recorded plat. The wall easement on Lots 27 and 48 shall extend to and include that portion of the subdivision entry wall lying outside the platted wall easement. By acceptance of a deed to any one or more of the above described Lots, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition any easements which may traverse a portion of the Lot conveyed by deed, including the keeping of weeds or grass mowed within such area. The Association shall have an easement and right of access across Lots 27 and 38-48, inclusive, for the purpose of repair, construction, and reconstruction of walls and to implement, plan, place, maintain, remove, or correct landscaping within the landscaping easement shown on the subdivision plat.

ARTICLE XIV

NUISANCE

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

ARTICLE XV

NO TEMPORARY STRUCTURES

No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

ARTICLE XVI

SIGNS

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one square foot and one sign of not more than five square feet advertising the property for sale or rent. Signs used by a builder to advertise the property during the construction and sales period shall be permitted.

ARTICLE XVII

NO 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 designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any Lots above the surface of the ground.

ARTICLE XIII

PETS AND OTHER ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except for cats, dogs or other generally recognized household pets of a reasonable number, provided that they are not kept, bred or maintained for any commercial purposes. All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Association. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose or becoming a nuisance to the other residents.

ARTICLE XIX

GARBAGE AND REFUSE DISPOSAL

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste 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 clean and sanitary condition.

ARTICLE XX

WATER SUPPLY AND SEWAGE DISPOSAL

No individual water supply system or sewage disposal system shall be permitted on any Lot.

ARTICLE XXI

FENCES AND WALLS

No fence, wall, or hedge in excess of three feet (3') (except for the subdivision entry wall on Lots 27 and 48) shall be built or maintained forward of the front building setback line of any house on a Lot. Wall and landscaping easements shall exist for Lot 27 and Lots 37 through 48, inclusive, Block 1, New City Block 18012, as shown on the subdivision plat and as established in Article XIII, above. The owner of each of said Lots will be responsible for maintaining and repairing, in its original appearance, that portion of the wall that is located on his respective Lot and shall in no way alter or change this wall. If the Owner shall fail to maintain or repair the wall, to its original appearance, the Association may do so at the Owner's expense and, in such event, the Association shall have a right of lien against the Owner's Lot for such expense.

ARTICLE XXII

SIGHT DISTANCE AT INTERSECTIONS

Except for the subdivision entry wall on Lots 27 and 48, no fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway 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 (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. No tree shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE XXIII

BUILDINGS PREVIOUSLY CONSTRUCTED ELSEWHERE

No building previously constructed elsewhere shall be moved onto any Lot in this subdivision. Builder(s) shall be allowed to have temporary sales/construction trailer(s) during the sales period.

ARTICLE XXIV

RADIO AND TELEVISION ANTENNA

Any radio and/or television antenna erected on any building in this subdivision shall not extend more than eight (8) feet above the highest part of the roof of that respective dwelling, shall not be located on the front part of the dwelling, and shall not be located on the side of the dwelling nearer than ten (10) feet to the front wall line of the respective dwelling. Any free standing antennas on the Lot shall not be erected nearer than ten (10) feet to the front wall of the respective dwelling nor shall it extend more than eight (8) feet above the highest part of the roof of that respective dwelling. Satellite antennas shall not be installed nearer than ten (10) feet to the front wall of the respective dwelling and must be screened from view from any street by a fence or wall.

ARTICLE XXV

SIDEWALKS

Street sidewalks shall be constructed in accordance with requirements of the City of San Antonio in existing ordinances including subdivision development ordinance. All utilities shall be underground except where existing and/or required by San Antonio City Public Service and/or Bell Telephone Company, Lots are to include curbs, gutters, and crosswalks per City specifications. Crosswalks shall extend to the curb line of both streets.

ARTICLE XXVI

ROOFING

All dwellings, including garages, shall be roofed with either 240 or greater series (three dimensional) composition shingles, concrete tile, or metal.

ARTICLE XXVII

TWO-STORY STRUCTURES

Any two-story structure constructed on any Lot adjacent to Lots 1, 2, 3, 4, 17, 18, 19, 20, Block 1, Oak Meadow Unit 1, Bexar County, Texas, shall not be permitted to have windows or balconies on the second story which face the rear yard. Balconies shall not be permitted on the sides of two-story units which would permit view to the rear yard. Not more than fifty percent (50%) of the Lots backing up the Lots listed above shall have two-story buildings on them.

ARTICLE XXVIII

LANDSCAPING

All dwellings shall be landscaped prior to occupancy.

ARTICLE XXIX

EASEMENT OF NECESSITY

A five (5) foot easement of necessity shall exist as to each Lot in the Oak Meadow Unit 7 for the purpose of maintenance and repair of the adjoining Lots and structures by their respective owners. By acceptance of a deed to any one or more of the Lots in the subdivision, each owner covenants to grant a five (5) foot easement of necessity to the owner of each adjoining Lot, and their servants, agents, or independent contractors, providing access for the purpose of maintaining, repairing, or improving the property of such adjoining Lot owners. Specifically, but without limitation, this five (5) foot easement shall exist to facilitate the construction of a dwelling structure on a zero Lot line. Where a dwelling structure is located ten (10) feet from the interior Lot line of an adjacent vacant Lot, and a dwelling structure is to be erected on such adjacent Lot zero (9) feet from the interior Lot line (the zero Lot line), no temporary building, concrete, permanent landscaping, fence, wall, swimming pool or structure of any type will be permitted within five (5) feet of the interior Lot line until the dwelling structure to be located on the adjacent Lot is complete. This requirement may be modified or suspended by mutual agreement of the adjoining Lot owners, with concurrence of the Committee.

ARTICLE XXX

MAINTENANCE

Grass, weeds and vegetation on each Lot sold shall be kept mowed at regular intervals. Trees, shrubs, vines and plants which die shall be promptly removed from the property and replacements of equal quality or value promptly installed. Lawns must be properly maintained and fences must be repaired and maintained and no objectionable or unsightly usage of Lots will be permitted which is visible to the public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials not needed for construction and any building refuse shall promptly be removed from such Lot.

Until a home or residence is built on a Lot, Declarant may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its judgement, and have dead trees, shrubs and plants removed therefrom. Declarant may also, at its option, remove any excess building materials or building refuse situated on a Lot in violation of this covenant. The Owner of any Lot shall be obligated to reimburse Declarant for the cost of such maintenance or removal upon demand.

The Owners of Lots 27 and Lots 38-48, inclusive, shall not alter or remove any vegetation or landscaping within the ten foot (10') landscaping easement shown on the plat except with the express written consent of the Association.

ARTICLE XXXI

ADDITIONS

Upon the written approval of a majority of the Owners of Lots, additional properties may be annexed to the Properties through the execution and filing of a supplemental Declaration of Restrictions, which shall extend the scheme of the covenants and restrictions of this

Declaration to such property and subject such annexed property to the assessment and jurisdiction of the above-described homeowners association. The supplementary Declaration may contain such modifications as are necessary to reflect the different character of the added properties.

ARTICLE XXXII

ENFORCEMENT

Except for matters related to the Architectural Control Committee as previously described, if the Owner of any Lot, or its heirs, executors, administrators, successors, assigns or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Association, Declarant, or any Owner to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any Owner or tenant to comply with any restriction or covenant will result in irreparable damage to Declarant and other Owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined or made the subject of action for specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

ARTICLE XXXIII

AMENDMENT

This Declaration may be amended by a recorded written instrument executed by seventy-five percent (75%) or more of the Lot owners, provided that no amendment prior to January 1, 2009, shall be effective until approved and executed by Declarant and filed in the Real Property Records of Bexar County, Texas.

ARTICLE XXXIV

MEMBERSHIP IN THE ASSOCIATION

Every person or entity who is a record Owner of a fee or undivided interest in any Lot which is subject to the jurisdiction of and to assessment by the Association shall be a member of the Association, provided, however, that any person or entity holding an interest in any such Lot or Lots merely as security for the performance of an obligation, shall not be a member.

ARTICLE XXXV

VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A. Class A Members shall be all those owners as defined in article XXXIV above with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by article XXXIV. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Members shall be Declarant and Builder Members. The Class B Members shall be entitled to three votes for each Lot in which they hold the interest required by article XXXIV above, provided that the Class B membership

shall cease and become converted to Class A membership on the happening of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) On January 1, 1997.

From and after the happening of these events, whichever occurs earlier, the Class B members shall be deemed to be Class A members entitled to one vote for each Lot in which they hold the interest required for membership under article XXXIV above.

ARTICLE XXXVI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the administration of the Association, for the improvement, maintenance and operation of the properties, services and facilities owned or maintained by the Association, and costs related to the use and enjoyment of the Properties by the Members.

The annual assessment for both improved and unimproved Lots shall be determined by the Board of Directors in the manner provided for herein after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The annual assessment for unimproved Lots shall be one-fourth (1/4) the annual assessment for improved Lots. The maximum annual assessment for improved Lots and annual assessments for unimproved Lots may be increased by vote of the Members as provided hereinbelow. A Lot shall be deemed to be an "improved Lot" when construction of a Living Unit thereon is completed and closing of a sale thereof has taken place, or when the Living Unit is occupied as a residence, whichever first occurs.

In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment on improved Lots only, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the improved Lot owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all improved Lot owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

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

The quorum required for any action authorized hereinabove shall be as follows. At the first meeting called as provided above, the presence at the meeting 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 forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting.

The annual assessments provided for herein shall commence as to all Lots on the first day of April, 1989. Until January, 1990, the annual assessment for improved lots will not exceed \$144.00. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment provided for above as the remaining number of months in that year bear to twelve. When a Lot becomes an improved Lot, there shall be payable as of the first day of the month following the month when it becomes an improved Lot a sum equal to the difference between the annual assessment for unimproved Lots and the annual assessment for improved Lots, prorated over the balance of the year then remaining. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment.

In January of each year, the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for such year and shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner on reasonable notice. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE XXXVII

IMPROVED LOT MEMBERSHIP IN OTHER ASSOCIATIONS

Each improved Lot, as above defined, shall be subject to the jurisdiction and assessment or membership fees of Oak Meadow Homeowners Association, Inc. and Oak Meadow Swim Club, both Texas non-profit corporations, such assessment or membership fee to begin on the first day of the month following the occupancy of a Living Unit as a residence or the conveyance of a Lot improved by a Living Unit, whichever occurs first. Each Owner of an improved Lot as to which assessments shall have begun shall be a member of Oak Meadow Homeowners Association, Inc. and Oak Meadow Swim Club. By acceptance of a deed to an improved lot, each Owner agrees to abide by all bylaws, rules, and regulations of Oak Meadow Homeowners Association, Inc. and Oak Meadow Swim Club as may then exist or thereafter be enacted and each such Owner shall be entitled to all of the rights of a member of said non-profit corporations.

ARTICLE XXXVIII

LIENS FOR ASSESSMENTS

A lien shall exist in favor of the Association, Oak Meadow Homeowners Association, and Oak Meadow Swim Club for all unpaid assessments and membership fees provided in Articles XXXVI and XXXVII. Each such lien on a Lot shall be subordinate to the lien of any purchase money or construction money mortgage and shall be discharged in the event of foreclosure, or conveyance in lieu of foreclosure. The discharge of the lien for unpaid assessments or membership fees shall not discharge the debt, which shall continue to be the personal liability of the Owner against whom such assessment was made, and any purchaser or grantee of a foreclosure conveyance or conveyance in lieu of foreclosure, and the Lot the subject of such conveyance, shall be subject to all assessments, fees, and liens accruing after the date of such conveyance.

ARTICLE XXXIX

DURATION

These covenants are to run with the land and shall be binding on all parties and all persons claiming an ownership interest in any Lot until January 1, 2009, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless and until a majority of the owners of the Lots shall execute and file in the Real Property Records of Bexar County, Texas an election to terminate these restrictions effective on or after January 1, 2009.

ARTICLE XL

TITLES

The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

ARTICLE XLI

GOVERNING LAW

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. ALL ACTS REQUIRED OR PERMITTED TO BE PERFORMED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS AND IT IS AGREED THAT ANY ACTION BROUGHT TO ENFORCE OR CONSTRUE THE TERMS OR PROVISIONS HEREOF OR TO ENJOIN OR REQUIRE THE PERFORMANCE OF ANY ACT IN CONNECTION HERewith SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION SITTING IN BEXAR COUNTY, TEXAS.

ARTICLE XLII

INTERPRETATION

If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. Invalidation of any one of these Covenants or restrictions by judgment or court order shall in no ways affect any of the other provisions, which shall remain full force and effect.

ARTICLE XLIII

OMISSIONS

If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be

omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

ARTICLE XLIV

GENDER AND GRAMMAR

The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

EXECUTED effective the _____ day of _____, 1988.

OAK MEADOW JOINT VENTURE

Stanley D. Rosenberg
Stanley D. Rosenberg, Venture Member

DWF - Oak Meadow Joint Venture, a Texas joint venture and a Venture Member

By: Lloyd A. Denton, Jr.

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on the 20th day of March, 1989, by Lloyd A. Denton, Jr., Venturer of DWF - Oak Meadow Joint Venture, a Texas joint venture, Venture Member of OAK MEADOW JOINT VENTURE, a Texas joint venture, on behalf of said joint ventures.

Carol Walden Carruba
Notary Public, State of Texas

Name: CAROL WALDEN CARRUBA
Notary Public - State of Texas
Commission Expires: 4/18/90

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on the 21st day of March, 1989, by Stanley D. Rosenberg, Venture Member of OAK MEADOW JOINT VENTURE, a Texas joint venture, on behalf of joint venture.

Bonnie Flory
Notary Public, State of Texas

Name: Bonnie Flory
Commission Expires: 1-11-93



LENDER'S CONSENT

The below signed, holder of a mortgage on all or part of the above-described property, hereby consents to the filing of the foregoing instrument and expressly subordinates its liens to the terms thereof.

ol ~~LEON SPRINGS NATIONAL BANK~~
BANK OF LEON SPRINGS

By: *[Signature]*

Its: PRESIDENT

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 23RD day of MARCH, 1989, by DON M. EDMONDSON, PRESIDENT of ~~LEON SPRINGS NATIONAL BANK~~, a Texas banking corporation, on behalf of corporation, BANK OF LEON SPRINGS,



[Signature]
Notary Public, State of Texas

Name: BARBARA J. PHILLIP

Commission Expires: 2-6-93

AFTER RECORDING RETURN TO:

Denton Development Company, Inc.
3330 Oakwell Court, Suite 200
San Antonio, Texas 78218

Any provision herein which restricts the sale, rental, or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/89
THE STATE OF TEXAS COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Bexar County, Texas on

MAR 28 1989



[Signature]
COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO
1989 MAR 27 PM 1:22

[Signature]

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