

OAKLAND HEIGHTS

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

W I T N E S S E T H:

WHEREAS, ENCINO VERDE, LTD., a Texas limited partnership (hereinafter called "Declarant"), is the owner of all of OAKLAND HEIGHTS UNIT I, a subdivision in Bexar County, Texas, according to the map or plat of record in Volume 9530, Pages 33-34, Plat Records of Bexar County, Texas (the "Property");

WHEREAS, the purpose of this instrument is to preserve so far as possible the natural beauty of the Property, to avoid harsh contrasts between structures and landscape, to guard against the erection of poorly designed or proportioned structures and the use of unsuitable materials, to encourage and secure the erection of attractive improvements which are harmonious with their sites and, in general, to enhance the environmental quality and economic value of the Property; and

WHEREAS, Declarant desires to create and carry out a uniform plan for the improvement, development and sale of the Property for the benefit of the present and future owners of the Property, and, in furtherance thereof, Declarant hereby adopts and establishes the following declaration of covenants, conditions and restrictions to apply uniformly to the ownership, encumbrance, lease, use, occupancy, enjoyment and conveyance of all the Property.

NOW, THEREFORE, it is hereby declared that all of the Property shall be owned, encumbered, leased, used, occupied, enjoyed and conveyed subject to the following covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, administrators, legal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE 1.
DEFINITIONS

Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified:

1.1. Architectural Committee. "Architectural Committee" shall mean the committee created pursuant to this Declaration as provided in Article 3 hereof.

1.2. Articles. "Articles" shall mean the Articles of Incorporation of the Association, which have been filed in the office of the Secretary of State of the State of Texas, as the Articles may from time to time be amended.

1.3. Assessment(s). "Assessment(s)" shall mean assessment(s) levied by the Association and includes both regular and special assessment(s) as provided in Article 5 hereof.

1.4. Association. "Association" shall mean Oakland Heights Owners Association, Inc., a Texas non-profit corporation.

1.5. Beneficiary. "Beneficiary" shall mean a mortgagee under a mortgage or a beneficiary under a deed of trust.

1.6. Board. "Board" shall mean the Board of Directors of the Association.

1.7. Building. "Building" shall mean a structure, including a residence, having a roof supported by columns or walls for the shelter, support or enclosure of persons or property.

1.8. Bylaws. "Bylaws" shall mean the Bylaws of the Association which may be adopted by the Board, as the Bylaws may from time to time be amended.

1.9. Common Area. "Common Area" shall mean those portions of the Subdivision, if any, identified as such on the recorded plat of the Subdivision.

1.10. Declarant. "Declarant" shall mean Encino Verde, Ltd., and its duly authorized representatives and successors or assigns; provided, however, any assignment of the rights of Encino Verde, Ltd., as Declarant, must be expressly set forth in a written instrument recorded in the Real Property Records of Bexar County, Texas. The mere conveyance of a portion of the Property without such a written, recorded assignment of the rights of Declarant

shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.11. Declaration. "Declaration" shall mean this instrument, as this instrument may from time to time be amended or supplemented.

1.12. Improvement. "Improvement" shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to Buildings, outbuildings, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, playscapes, treehouses, swing sets, fences, gates, screening walls, retaining walls, stairs, steps, porches, mailboxes, walkways, driveways, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment, exterior lighting fixtures and equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennae, aerials, satellite dishes, wind generators, solar collectors, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television and other utilities.

1.13. Lot(s). "Lot" or "Lots" shall mean the lot or lots of land within the Property as established on the plat for the Subdivision.

1.14. Manager. "Manager" shall mean the person, firm or corporation, if any, employed by the Association pursuant to this Declaration and delegated the duties, powers and functions of the Association as provided in Section 4.5.3 hereof.

1.15. Member. "Member" shall mean any person or entity who is a member of the Association.

1.16. Mortgage. "Mortgage" shall mean any mortgage or deed of trust covering any portion of the Property, including any Lot or Lots, voluntarily given by an owner to secure the payment of a debt.

1.17. Owner(s). "Owner(s)" shall mean any person or entity, including Declarant, holding record legal title to a fee simple interest in any portion of the Property, including any Lot or Lots, but shall not include any Beneficiary whose sole interest in the Property or a portion thereof is derived from a Mortgage.

1.18. Plans and Specifications. "Plans and Specifications" shall mean any and all documents designed to guide or control the construction, alteration or removal of any Improvement, including but not limited to those indicating location, size, shape,

configuration, materials, including roofing materials, site plans, excavation plans, grading plans, foundation plans, drainage plans, landscaping plans, fencing plans, screening plans, elevation drawings, floor plans, exterior lighting plans, specifications on all building products and construction techniques, samples of exterior colors and materials, plans for utility services, and all other documentation or information relevant to such construction, alteration or removal.

1.19. Subdivision. "Subdivision" shall mean collectively OAKLAND HEIGHTS UNIT I, a subdivision in Bexar County, Texas, according to the map or plat of record in Volume 9530, Pages 33-34, Plat Records of Bexar County, Texas, and such other subdivisions in Bexar County, Texas as Declarant may make subject to this Declaration in accordance with Section 6.2.1 below.

ARTICLE 2. RESTRICTIONS

All of the Property shall be owned, encumbered, leased, used, occupied, enjoyed and conveyed subject to the following limitations and restrictions:

2.1. Residential Use; Construction, Alteration or Removal of Improvements.

2.1.1. All Lots shall be improved and used solely for single family residential use and accessory uses, including without limitation a garage, fencing and such other Improvements as are necessary or customarily incident to residential use. No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever may be conducted or carried on in any portion of the Property or in any Improvement thereon other than a home office which does not accept invitees, clients, customers or guests. No Improvement constructed on a Lot may be used as an apartment house, flat, lodging house or hotel, but such Improvements may be leased for single family residential purposes for a minimum term of one hundred eighty (180) days.

2.1.2. No Improvement may be constructed, altered or removed upon or from any of the Property without the prior written approval of the Architectural Committee. Any action, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, including without limitation its color, or which involves the removal of any Improvement from a Lot, shall be performed only with the prior written approval of the Architectural Committee. The positioning of all Improvements upon all Lots is

hereby expressly made subject to Architectural Committee review. No Improvement shall be allowed on any Lot that is of such size or architectural design or that involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development in the Subdivision and the surrounding area.

2.2. Building Height. No Improvement greater than thirty-five feet (35') in Height may be constructed on any Lot. For purposes of this Section 2.2, Height means the vertical distance from "grade" to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable on a pitched or hipped roof, or if none of the preceding, then to the highest point of the Improvement. As applied to a Building, Height is measured from an elevation derived from the average of the highest and lowest grade adjacent to the Building.

2.3. Building Materials; Natural Building Materials Required for Certain Lots; Residence Size; Mailboxes.

2.3.1. All single family residences shall be of recognized standard construction quality, and shall be constructed of at least sixty percent (60%) of the area of each residence's front and sides (exclusive of areas above the roof line) shall be covered with masonry or other material specifically approved in writing by the Architectural Committee. Roofing materials must be of high grade and quality and consistent with the exterior design, color and appearance of other Improvements within the Property. At a minimum, 25-year guaranteed fiberglass shingles shall be required. No reflective roofs shall be permitted. All windows shall contain clear or lightly tinted, non-reflective glass. ✓

2.3.2. Each single-story residence constructed on the Property shall contain not less than one thousand six hundred (1,600) square feet of enclosed living space, exclusive of porches and patios (open or covered), decks and garages. Any two-story residence shall contain at least one thousand eight hundred (1,800) square feet of total living area.

2.3.3. Housing for individual mailboxes constructed in front of a residence shall be architecturally integrated with the residence which such mailbox is to serve and shall be of similar construction, materials, and form to such residence. Each mailbox shall be properly maintained and repaired by the Owner.

2.4. Governmental Requirements. All improvements and construction shall comply with all applicable governmental laws, ordinances and regulations including without limitation all setback and impervious cover restrictions.

2.5. Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

2.6. Signs. Except for the permanent entrance sign for the Subdivision and one (1) 3' x 5' sign per Lot for sales purposes, no sign of any kind shall be displayed to the public view without the prior written approval of the Architectural Committee.

2.7. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any portion thereof and no odors shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and all such containers shall at all times be kept within an enclosed structure or appropriately screened from view of all adjacent property and public and private rights-of-way; provided, however, garbage containers shall be permitted to be placed outside of enclosed structures and may be removed from screened areas a maximum of two (2) times each week, for no longer than forty-eight (48) hours each time, for garbage collection. Compost may, however, be maintained for home gardening use.

2.8. Noise; Nuisances. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any portion of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or its occupants. No noxious or offensive activity shall be conducted on any portion of the Property. The Board, in its sole discretion, shall determine whether an action or activity constitutes a violation of this Section 2.8.

2.9. Condition and Repair of Improvements and Landscaping. All Improvements upon the Property shall at all times be kept in good condition and repair and adequately painted or otherwise

maintained by the Owner thereof. All windows in any Improvement on the Property facing any public or private right-of-way shall have draperies or shutters installed by the resident or Owner thereof. Within ninety (90) days of completion of construction on any Lot, all landscaping on such Lot shall be completed and shall at all times thereafter be properly maintained with all Specifications for the Improvements on such Lot shown on the Plans and trees, shrubs and plantings properly pruned, yards regularly mowed, edged and raked and all areas kept free of trash, debris, weeds and overgrowth. Each Owner shall keep all trees, shrubs, grass and plantings on such Owner's Lot or Lots free of disease and insects consistent with good horticultural practice. Without limiting the generality of the foregoing, each Owner shall promptly treat oak trees on their Lots that show symptoms of oak wilt or other life-threatening diseases in a manner consistent with good horticultural practice. ✓

2.10. Hazardous Activities.

No activities shall be conducted or allowed to exist on any portion of the Property and no Improvements shall be constructed on the Property which are or might be unsafe or hazardous to any person or property.

2.11. Vehicles; Unsightly Articles; Temporary Structures.

2.11.1. Passenger vehicles, motorcycles and scooters owned or used by an Owner shall not be parked or left on any portion of the Property other than such Owner's garage or driveway for longer than six (6) hours at a time. No mobile homes, boats, buses, trucks (other than passenger vehicle trucks), boat trailers, graders, tractors or wagons shall be parked or placed on any Lot at any time; provided, however, construction equipment may be left on a Lot during construction on such Lot, but shall be removed as soon as such equipment is no longer needed in such construction. No travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private rights-of-way for longer than forty-eight (48) hours at a time.

2.11.2. No junk vehicles or equipment, spare vehicle or equipment parts or other article deemed to be unsightly by the Board shall be permitted to remain on any Lot so as to be visible from adjoining property or public or private rights-of-way. All garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view of adjoining property and public and private rights-of-way. No permanent recreational equipment, including but not limited to ✓

swing sets, playscapes, basketball hoops and nets or badminton nets, shall be permitted in the front yard of any residence on the Property. Gardens shall be permitted for household use only and shall not be permitted in the front yards of residences. No repair or maintenance work shall be done on any garden maintenance equipment or on any vehicle (other than minor emergency repairs) except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household materials shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view.

2.11.3. No tent, shack, barn or other temporary Improvement shall be placed upon any portion of the Property; provided, however, that temporary structures necessary for storage of tools and equipment and for office space for architects, builders and foremen during actual construction may be maintained with the prior written approval of the Architectural Committee, such approval to include the nature, size, duration and location of such structure.

2.12. Animals. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any Lot. Only the keeping of ordinary household pets such as dogs and cats, not to exceed three (3) each in number, is allowed; however, no breeding, raising, or boarding of such pets is permitted on any Lot. No pit bull terriers or other dangerous breed of dogs as determined by the Board in its sole discretion may be kept on any Lot for any period of time. All pets permitted by this Declaration to be kept on a Lot shall at all times be properly vaccinated and cared for. No poultry or livestock of any kind may be kept on any Lot for any period of time. All pets shall be kept on the Owner's Lot and shall not be allowed to roam loose, and Owners having pets shall keep their Lot and all other Lots free of offensive or unsanitary accumulations of waste from their pet.

2.13. Fences. Chain link and other open mesh, wire type fences may not be constructed or maintained on any Lot. The Architectural Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property.

2.14. Carports; Garages. No carports shall be erected or permitted to remain on any Lot. Each residence constructed on a Lot shall have an enclosed garage that shall be large enough to accommodate at least two (2) full size passenger automobiles.

2.15. Underground Utility Lines. No utility lines or wires, including, but not limited to, wires or other devices for the communication or transmission of telephone, electric current or power or cable television, shall be erected, placed or maintained in or upon any Lot unless the same shall be contained in conduit or cables that are installed and maintained underground or that are concealed in, under or on Buildings; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of Improvements which have been previously approved in writing by the Architectural Committee. The installation method, including, but not limited to, location, type of installation equipment, trenching method and other aspects of installation for both temporary and permanent utility lines and wires shall be included in the Plans and Specifications for all Improvements.

2.16. Exterior Lighting. All exterior lighting on any Improvement must be approved by the Architectural Committee; provided, however, Christmas and other holiday lights shall be permitted without prior approval. No lighting shall be permitted that constitutes a nuisance or hazard to any Owner or occupant of any Lot. The Board in its sole discretion shall determine whether the provisions of this Section 2.16 have been satisfied.

2.17. Setbacks. All Buildings or other structures, permanent or temporary, habitable or not, shall be constructed and located at least twenty feet (20') away from a front property line of a Lot, at least ten feet (10') away from a rear property line of a Lot (except for detached garages which may be constructed as close as three feet (3') to the rear property line of a Lot), and at least five feet (5') away from a side property line of a Lot. Notwithstanding the foregoing, the Architectural Committee may grant waivers from the foregoing setback restrictions. For purposes of this Section 2.17, eaves shall not be deemed to be a part of a Building or structure, but steps and porches shall be deemed to be a part of a Building or structure. In no event may any Building or other structure be constructed or maintained upon any utility or other easement.

2.18. General Restrictions.

2.18.1. All Buildings constructed on the Property shall be built in place on the Lot.

2.18.2. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and the prior written approval of Architectural Committee is obtained.

2.18.3. All Building foundations on slopes of fifteen percent (15%) or greater or on fill placed upon such slopes shall utilize design and construction practices certified by a registered professional engineer qualified to practice in such field and such design shall be delivered to the Architectural Committee with the Plans and Specifications.

2.18.4. Once commenced, construction shall be diligently pursued to completion so that no construction is left in a partially completed condition any longer than reasonably necessary. All construction materials and debris shall promptly be cleared from each Lot upon completion of construction thereon.

ARTICLE 3.
ARCHITECTURAL COMMITTEE

3.1. Membership and Duties of Architectural Committee.

3.1.1. The Architectural Committee shall be composed of not more than three (3) persons. Initially, Barry Sanditen, Brad Galo and Mickey Starnes shall serve as the members of the Architectural Committee. Declarant may select additional members of the Architectural Control Committee at such time as Declarant shall determine.

3.1.2. The Architectural Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board. The Architectural Committee shall review Plans and Specifications submitted for its review and such other information as it may require relating to the question of whether any proposed Improvement would unreasonably obstruct the view from other portions of the Property. The Architectural Committee shall have the authority to disapprove any proposed Improvement based upon the restrictions set forth herein and the

decision of the Architectural Committee shall be final and binding so long as it is made in good faith. The Architectural Committee shall not be responsible for inspecting any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval of any Improvement as to structural safety, engineering soundness or conformance with any building or other codes.

3.2. Term. Each member of the Architectural Committee shall hold office until such time as he has resigned or has been removed and his successor has been appointed.

3.3. Declarant's Rights of Appointment. Declarant, its successors and assigns, shall have the right to appoint and remove all members of the Architectural Committee at any time. Declarant may delegate this right to the Board by written instrument. Thereafter, the Board shall have the right to appoint and remove all members of the Architectural Committee.

3.4. Review of Construction, Alteration or Removal of Improvements.

3.4.1. Whenever in this Declaration the approval of the Architectural Committee is required, the Architectural Committee shall have the right to consider all of the Plans and Specifications for the Improvement or proposal in question and all other facts, materials, construction samples and other information which it considers, in its sole discretion, to be relevant. Prior to commencement of any construction, alteration or removal of any Improvement on any Lot, the Plans and Specifications therefor shall be submitted to the Architectural Committee, and construction, alteration or removal thereof may not commence unless and until the Architectural Committee has approved such Plans and Specifications in writing. All such construction, alteration or removal shall conform to the approved Plans and Specifications.

3.4.2. An Owner, other than Declarant, proposing to construct, alter or remove an Improvement on any Lot shall submit an application to the Architectural Committee together with two (2) sets of the Plans and Specifications for such construction, alteration or removal. Within ten (10) days after receipt by the Architectural Committee of such Plans and Specifications, it shall act on the Plans and Specifications as follows:

3.4.2.1. The Architectural Committee may request in writing that the Owner submit to it such additional materials, construction samples and information that the Architectural Committee considers relevant in reviewing the Plans and Specifications for compliance with this

Declaration. Until receipt by the Architectural Committee of all information requested by it, it may postpone review of such Plans and Specifications. Upon receipt of all such information requested by it, the Architectural Committee shall act upon such Plans and Specifications within ten (10) days. The written request of the Architectural Committee for additional information shall be binding upon the Architectural Committee as a complete list of such information if the additional information is received by it within ten (10) days of its request. The Architectural Committee may request the additional information described herein at any time it receives revised Plans and Specifications; provided, however, such request shall be limited to the additional or revised items therein and not to items previously reviewed by the Architectural Committee unless such items are affected by such revision.

3.4.2.2. If the Architectural Committee approves such Plans and Specifications, it shall mark both sets of the Plans and Specifications "Approved" with the date thereof, and retain one set for its records and return one set to the Owner. The Owner must commence construction of the Improvements shown in approved Plans and Specifications within thirty (30) days of the Architectural Committee's approval thereof or such approval shall lapse. Upon written request of an Owner, the Architectural Committee shall grant up to two (2) ten (10) day extensions of such approval. If the Architectural Committee approves of Plans and Specifications for a particular Improvement, an Owner may build other Improvements in accordance with such approved Plans and Specifications without submitting full Plans and Specifications for each subsequent Improvement to be constructed. Each submittal for an Improvement utilizing the same Plans and Specifications already approved by the Architectural Committee shall only be required to contain a site plan showing the Lot on which the Improvement is to be constructed and the exact location of the proposed Improvement on such Lot.

3.4.2.3. If the Architectural Committee disapproves such Plans and Specifications, it shall mark both sets of the Plans and Specifications "Disapproved" with the date thereof, and retain one set for its records and return one set to the Owner, with a written statement of all of the items that were found not to comply with this Declaration. Thereafter, the Owner shall submit to

the Architectural Committee two (2) revised sets of Plans and Specifications, with notations thereon sufficient to identify the revised portions, and the Architectural Committee shall act on such revised Plans and Specifications within ten (10) days after receipt by it of such revised Plans and Specifications. The written statement of non-complying items shall be binding upon the Architectural Committee as a complete list of such items if revised Plans and Specifications with changes conforming to such statement are received by it within ten (10) days of the date of such statement. The Architectural Committee may disapprove revised Plans and Specifications submitted to it according to the provisions hereof; provided, however, the Architectural Committee shall only disapprove the revised Plans and Specifications based on the revised or additional items therein and not based on items previously reviewed by the Architectural Committee.

3.4.2.4. If the Architectural Committee fails to act on any Plans and Specifications submitted to it within fifteen (15) days after receipt by the Architectural Committee of all information requested by it in connection with such Plans and Specifications, approval of the matters submitted to it shall be presumed.

3.5. Actions of the Architectural Committee. The Architectural Committee may, by resolution unanimously adopted in writing, designate one (1) or two (2) of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Committee. In the absence of such designation, the vote of a majority of all of the members of the Architectural Committee taken at a meeting shall constitute an act of the Architectural Committee. In the event that the members of the Architectural Committee cannot agree by majority vote on any matter submitted to them, the matter may be raised at any meeting of the Members of the Association and decided by a majority of those present, provided that a quorum is present.

3.6. No Waiver of Future Approvals. The approval or consent of the Architectural Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatsoever, subsequently or

additionally submitted for approval or consent by the same or a different Owner.

3.7. Waiver. The Architectural Committee may grant such waivers of any of the restrictions contained in this Declaration as it considers appropriate based upon the quality and design of a proposed Improvement; provided, however, it shall not grant a waiver of the restrictions contained in Sections 2.1, 2.2 and 2.5 hereof.

3.8. Nonconforming or Unapproved Improvements. The Architectural Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications. The Architectural Committee may require any Owner to restore such Owner's Lot to the condition existing prior to construction, alteration or removal of any Improvement thereon, including without limitation the demolition and removal of any unapproved or nonconforming Improvement, if such Improvement was constructed or altered in violation of this Article 3. In addition, the Architectural Committee may, but has no obligation to, cause such restoration, demolition and removal of any such Improvement, and levy the amount of the cost thereof as a special individual assessment against the Lot upon which such unapproved or nonconforming Improvement was constructed or altered.

3.9. Nonliability of Architectural Committee and Board Members. Notwithstanding anything to the contrary in this Declaration, neither the Architectural Committee nor the members thereof, nor the Board nor the members thereof, shall be liable to any Owner or any other third party due to the construction of any Improvement within the Property or the creation thereby of an obstruction to the view from such Owner's Lot or Lots.

3.10. Address. Plans and Specifications shall be submitted to the Architectural Committee in care of Encino Verde, Ltd., Attention: Architectural Committee, 500 Capital of Texas Highway North, Building 7, Austin, Texas 78746, or such other address as may be designated from time to time in writing by the Architectural Committee.

ARTICLE 4. OAKLAND HEIGHTS OWNERS ASSOCIATION, INC.

4.1. Organization. The Association is a non-profit corporation created by Declarant for the purposes, and charged with the duties and vested with the powers, prescribed by law and set forth in its Articles and Bylaws or in this Declaration. Neither

the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.2. Membership. Any person or entity upon becoming an Owner shall automatically become a Member of the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to such property interest.

4.3. Voting Rights. The right to cast votes, and the number of votes which may be cast, for election of Members to the Board of Directors of the Association and on all other matters to be voted on by the Members shall be calculated as follows:

4.3.1. The Owner (excluding Declarant) of each Lot shall have one (1) vote for each Lot so owned.

4.3.2. Declarant shall have five (5) votes for each Lot owned by Declarant.

4.4. Duties of the Association. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have and perform each of the following duties:

4.4.1. To accept conveyance of title to the Common Area from the Declarant.

4.4.2. To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to the common Area and any other property owned by or leased to the Association, to the extent that such taxes and assessments are not levied directly upon the Members. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.

4.4.3. To obtain and maintain in effect policies of insurance which, in the Board's judgment, are reasonably necessary or appropriate to carry out the Association functions.

4.4.4. To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Association Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.

4.4.5. To keep books and records of the Association's affairs.

4.4.6. To maintain, repair, replace, clean, inspect and protect the Common Area, including all streets and water quality control equipment located therein or thereon.

4.4.7. To maintain, repair, replace and protect the entrance sign to the Subdivision and all common area fencing constructed by Declarant or the Association along the outside boundaries of portions of the greenbelt areas.

4.4.8. To pay all utilities provided to the Common Area and/or the entrance to the Subdivision.

4.4.9. To carry out and enforce all duties of the Association set forth in this Declaration.

4.4.10. To pay all expenses incurred by the Architectural Committee and/or the Association.

4.5. Powers and Authority of the Association. The Association shall have the powers of a Texas non-profit corporation, subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration. It shall further have the power to do and perform any and all acts which may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by the laws of Texas or by this Declaration. Without in any way limiting the generality of the two preceding sentences, the Association and the Board acting on behalf of the Association, shall have the power and authority at all times as follows:

4.5.1. To levy Assessments as provided in Article 5 below.

4.5.2. To enter at any time in an emergency, or in a non-emergency after twenty-four (24) hours written notice, without being liable to any Owner, upon any Lot or into any Improvement thereon, for the purpose of enforcing this Declaration or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to this Declaration, and the expense incurred by the Association in connection with the entry upon any Lot or Improvement and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be secured immediately by a lien upon the Lot entered upon and the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article 5 hereof

for regular and special Assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of this Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce this Declaration; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its agents, contractors, successors or assigns.

4.5.3. To retain and pay for the services of a Manager to manage and operate the Association, to the extent deemed advisable by the Board. To the extent permitted by law, the Association and the Board may delegate any duties, powers and functions to the Manager. The Members hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.

4.5.4. To retain and pay for legal and accounting services necessary or proper in the operation of the Association.

4.5.5. To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law or the terms of this Declaration.

4.5.6. To enter into contracts with Declarant and with other persons on such terms and provisions as the Board shall determine, and to acquire and own, and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.

4.6. Power to Indemnify and to Purchase Indemnity Insurance. The Association shall indemnify and may reimburse and/or advance expenses and/or purchase and maintain insurance or any other arrangement on behalf of any person who is or was a director or officer of the Association against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person to the maximum extent permitted by Article 1396 §2.22A of the Texas Non-Profit Corporation Act, as such Act may from time to time be amended (without regard, however, to Section Q of such Article with respect to officers of the Association who are not directors of the Association). Further, the Association may indemnify and/or

reimburse and/or advance expenses and/or purchase and maintain insurance or any other arrangement on behalf of any person, other than any person who is a director of the Association, who is or was an officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another corporation, partnership, joint venture, sole proprietorship, trustee, employee benefit plan or other enterprise, against any liability asserted against such person and incurred by such person in such a capacity or arising out of his status as such a person, to such extent (or, in the case of officers of the Association, to such further extent), consistent with applicable law, as the Board may from time to time determine. The provisions of this Section 4.6 shall not be deemed exclusive of any other rights to which any such person may be entitled under any Bylaw, agreement, insurance policy, vote of Members or otherwise.

ARTICLE 5. ASSESSMENTS

5.1. Assessments.

5.1.1. The Association may from time to time levy Assessments against each Lot, whether or not such Lot is improved. The amount of Assessments shall be equal and uniform among all Lots.

5.1.2. Where an Owner's obligation to pay Assessments first arises after the commencement of the year or other period for which an Assessment was levied, such Assessment shall be in a prorated amount proportionate to the fraction of the year or other period remaining after said date.

5.1.3. Each purchaser of any Lot, by acceptance of a deed therefor, shall be deemed to covenant to pay to the Association each Assessment levied hereunder against such Lot, whether or not such covenant shall be expressed in any such deed or other conveyance. Each unpaid Assessment together with interest thereon and costs and expenses of collection thereof, including without limitation reasonable attorneys' fees, as hereinafter provided, shall be the personal obligation and debt of the Owner of the Lot against which the Assessment was levied.

5.1.4. The obligation to pay Assessments levied by the Association hereunder is part of the purchase price of each Lot when sold to an Owner. An express vendor's lien is hereby retained

to secure the payment of each and every Assessment levied hereunder, and each such vendor's lien is hereby transferred and assigned to the Association, each such vendor's lien to be superior and paramount to any homestead or other exemption provided by law. The Association may enforce the payment of Assessments in accordance with the provisions of this Article 5.

5.1.5. The Assessments shall be used exclusively for the purpose of promoting the comfort, health, safety and welfare of the Owners, the maintenance and improvement of the Lots, private streets and drainage, entrance, and all other common areas and for carrying out the purposes of the Association as stated herein or as otherwise provided in the Articles of the Association. ✓

5.2. Regular Annual Assessments. Prior to the beginning of each fiscal year for the Association, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under this Declaration, including a reasonable provision for contingencies and appropriate replacement reserves, less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied by the Association as herein provided, and the amount of such Assessments as determined by the Board shall be final and binding so long as such determination is made in good faith. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year for the Association for which such Assessments are payable, or during such fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

5.3. Special Assessments. In addition to the regular Assessments provided for above, the Association may levy special Assessments whenever such special Assessments are necessary to enable the Board to carry out the functions of the Association under this Declaration.

5.4. Owner's Personal Obligation for Payment of Assessments. Each regular and special Assessment provided for herein shall be the personal and individual debt of the Owner of the Lot against which such Assessment was levied. No Owner, other than Declarant, may exempt himself from personal liability for such Assessments. In the event of default in the payment of any Assessment, the Owner of the Lot against which such Assessment was levied shall be obligated to pay interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate, then at the rate of one percent (1%) per month)

together with all costs and expenses of collection, including without limitation reasonable attorneys' fees.

5.5. Assessment Lien and Foreclosure.

5.5.1. The payment of each unpaid Assessment levied hereunder together with interest thereon as provided in Section 5.4 hereof and the costs and expenses of collection, including reasonable attorneys' fees, as herein provided, is secured by a continuing lien and charge on the Lot against which such Assessment was levied. Such lien for payment of Assessments shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns, and shall be superior to all other liens and charges against such Lot, except only for tax liens, and all sums unpaid on any first lien Mortgage securing sums borrowed for the purchase or improvement of such Lot, provided such Mortgage was recorded in the Real Property Records of Bexar County, Texas, before such Assessment was due. The Association shall have the power, in the Board's sole and absolute discretion, to subordinate the aforesaid lien for payment of Assessments to any other lien. Any such subordination shall be signed by an officer of the Association and recorded in the Real Property Records of Bexar County, Texas. Upon the written request of any Beneficiary holding a lien on any Lot that is superior to the lien for payment of Assessments as provided herein, the Association shall report to said Beneficiary the amount of any Assessments levied against such Lot remaining unpaid for a period of more than sixty (60) days after the same are due.

5.5.2. To evidence the aforesaid lien for payment of Assessments, the Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, a description of the Lot encumbered by the lien and the name of the Owner of such Lot. Such notice shall be signed by one of the officers of the Association and shall be recorded in the Real Property Records of Bexar County, Texas. The aforesaid lien for payment of Assessments shall attach with the priority set forth above from the date the payment of such Assessments becomes delinquent. The Association may enforce such lien by the foreclosure sale of the defaulting Owner's Lot in like manner as a foreclosure of a mortgage or contractual lien on real property as provided in Section 51.002 of the Texas Property Code, as the same may be amended or modified, or the Association may institute suit against the Owner personally obligated to pay the Assessment for monetary damages and/or for the judicial foreclosure of the aforesaid lien. The Owner of the effected Lot shall be required to pay all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the Association in

connection with any foreclosure proceeding, whether judicial or non-judicial. The Association shall have the power to bid on any Lot at any foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

5.5.3. The liens for payment of Assessments provided for herein shall not be affected or extinguished by the sale or transfer of any Lot, whether by judicial or non-judicial foreclosure sale or otherwise; provided, however, that in the event of foreclosure of any first lien Mortgage superior to the lien for the delinquent Assessment, the lien for the delinquent Assessment will be extinguished, and the delinquent Assessment shall be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the first lien Mortgage. The extinguishing of any lien for payment of Assessments as herein provided will not relieve any Owner from the obligation to pay Assessments subsequently becoming due and payable.

ARTICLE 6. MISCELLANEOUS

6.1. Term. This Declaration, including all of the covenants, conditions and restrictions hereof, shall continue in force and effect until December 31, 2030, unless amended as herein provided. After December 31, 2030, this Declaration, including all such covenants, conditions and restrictions, shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by the Owners of at least sixty percent (60%) of the Lots. Notwithstanding the foregoing, this Declaration shall remain in force and effect and shall not terminate for so long as Declarant owns any portion of the Property.

6.2. Amendment.

6.2.1. This Declaration may be amended by Declarant so long as Declarant holds a majority of the votes of the Association. No amendment by Declarant shall be effective until there has been recorded in the Real Property Records of Bexar County, Texas, an instrument executed and acknowledged by Declarant and setting forth the amendment, and an instrument executed and acknowledged by the President and Secretary of the Board certifying that Declarant had the requisite number of votes. In addition to the powers set forth above, Declarant may at any time, regardless of the number of Lots, if any, owned by Declarant and regardless of the votes, if any, Declarant holds in the Association, amend this Declaration to cover additional property or properties.

6.2.2. In addition to the method provided in Section 6.2.1, this Declaration may be amended by the recording in the Real Property Records of Bexar County, Texas, of an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least sixty-six and two-thirds percent (66-2/3%) of the number of votes entitled to be cast pursuant to Section 4.3.

6.3. No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and by acquiring the Lot agrees to hold Declarant harmless therefrom.

6.4. Notices. Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address given by such person to the Association for the purposes of service of notices, or to the residence of such person if no address has been given to the Association. Such address may be changed from time to time by notice in writing given by such person to the Association.

6.5. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan for the development and operation of the Subdivision and of promoting and effectuating the fundamental concepts of the Subdivision set forth in this Declaration. This Declaration shall be construed and governed under the laws of the State of Texas.

6.6. Exemption of Declarant; Utility Easements.

6.6.1. Notwithstanding anything in this Declaration to the contrary, neither Declarant nor any of Declarant's activities shall in any way be subject to the control of or under the jurisdiction of the Board, the Association or the Architectural Committee. Without in any way limiting the generality of the

preceding sentence, this Declaration shall not prevent or limit the right of Declarant to excavate and grade, to construct and alter drainage patterns and facilities, to construct any and all other types of Improvements, sales and leasing offices and similar facilities, and to post signs incidental to construction, sales and leasing anywhere within the Property.

6.6.2. Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on any areas owned by Declarant sewer and other pipelines, conduits, wires and any Improvement relating to a public utility function, subject to Section 2.15 hereof, with the right of access to the same at any time for the purposes of repair and maintenance.

6.7. Assignment of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant may assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other person or entity and may permit the participation, in whole or in part, by any other person or entity in any of its privileges, exemptions, rights and duties hereunder. Such assignment shall be evidenced by a written instrument, executed by Declarant and the assignee, recorded in the Real Property Records of Bexar County, Texas.

6.8. Enforcement and Nonwaiver.

6.8.1. Except as otherwise provided herein, any Owner at his own expense, Declarant or the Board shall have the right to enforce the provisions of this Declaration. Such right of enforcement shall include both damages for, and injunctive relief against, the breach or threatened breach of any such provision.

6.8.2. Every act of omission whereby any provision of this Declaration is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined by any Owner (at his own expense), Declarant or the Board.

6.8.3. Any violation of any federal, state or local law, ordinance or regulation pertaining to the ownership, occupancy or use of any portion of the Property is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.

6.8.4. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Declaration.

6.8.5. The Association shall have the right, when appropriate in its judgment, to claim and impose a lien upon any Lot or Improvement constructed thereon in order to enforce any right under, or effect compliance with, this Declaration.

6.9. Alternative Dispute Resolution. In the event of any dispute, controversy or claim between or among Declarant, any Owner or Owners, the Association and/or the Architectural Committee relating to or arising out of any provision of this Declaration, the parties to the dispute shall meet in a good faith effort to resolve the dispute through negotiations. In the event the parties are unable to resolve the dispute through negotiations, such matter shall be submitted to and settled by such form of extra-judicial dispute resolution as the parties may mutually agree. To the fullest extent allowed by law, this clause shall be specifically enforceable under applicable laws to mandate the parties' use of a means of resolving disputes other than formal judicial proceedings. In the event the parties are unable to agree on another such form of dispute resolution, any dispute, controversy or claim arising out of any provision of this Declaration shall be submitted to binding arbitration following these procedures:

6.9.1. The arbitration shall take place in Bexar County, Texas.

6.9.2. Pending the outcome of arbitration, there shall be no changes made in the language of this Declaration.

6.9.3. The arbitration shall be initiated by any party to the dispute, claim or controversy giving written notice requesting arbitration to the other party or parties thereto, which notice shall include a precise statement of the matter to be arbitrated.

6.9.4. Within five (5) days of receiving notice of the written request for arbitration, the receiving party or parties shall designate in writing to the initiating party the name of an arbitrator who meets the requirements set forth hereinbelow. The initiating party shall have five (5) days to object to the named arbitrator by designating in writing to the receiving party the name of another arbitrator who meets the requirements set forth hereinbelow. The receiving party shall have five (5) days to object to the named arbitrator by giving written notice to the initiating party, in which case within five (5) days after receipt of the written objection the two previously nominated arbitrators shall designate an arbitrator by giving written notice of their choice to the receiving and initiating parties.

6.9.5. The arbitrator shall designate the time and place of the hearing which must occur within thirty (30) days of the arbitrator's selection. The arbitrator shall give twenty (20) days' written notice of the hearing to the parties to the dispute, claim or controversy. The parties may be represented by attorneys at the hearing. The arbitrator shall make a decision within seven (7) days after the hearing and communicate that decision in writing to each party who participated in the hearing.

6.9.6. The request for arbitration must be made within a reasonable time after the dispute, claim or controversy has arisen. In no event may the request for arbitration be made after the date when institution of legal or equitable proceedings based on such dispute, claim or controversy would be barred by the applicable statute of limitations.

6.9.7. Anyone designated as an arbitrator (i) must be an impartial third party who has the training or qualifications required by the laws of the State of Texas and (ii) must not be personally acquainted with any of the parties to the dispute, claim or controversy.

6.9.8. The parties to the dispute, claim or controversy shall share equally the arbitrator's fees and other costs of the arbitration unless the arbitrator assesses such costs against the party or parties who do not prevail.

6.10. Construction.

6.10.1. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

6.10.2. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

6.10.3. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this the 9th day of September, 1994.

ENCINO VERDE, LTD., a Texas limited partnership

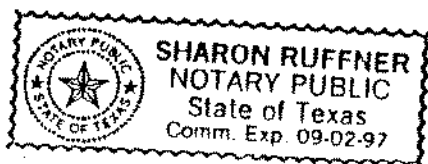
By: ENCINO VERDE PROPERTIES, L.C.,
a Texas limited liability
company, as General Partner

By: Barry Sanditen
Barry Sanditen, Manager

By: Brad Galo
Brad Galo, Manager

THE STATE OF TEXAS §
COUNTY OF Travis §

This instrument was acknowledged before me on 9/9, 1994, by BARRY SANDITEN, Manager of ENCINO VERDE PROPERTIES, L.C., a Texas limited liability company, as General Partner of ENCINO VERDE, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.



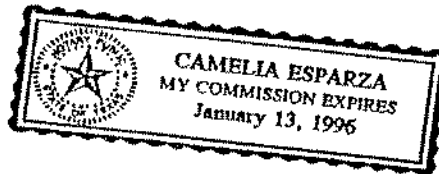
Sharon Ruffner
NOTARY PUBLIC, State of Texas

VOL 6202 PG 0064

THE STATE OF TEXAS §
COUNTY OF Will §

This instrument was acknowledged before me on September 12, 1994, by **BRAD GALO**, Manager of **ENCINO VEROE PROPERTIES, L.C.**, a Texas limited liability company, as General Partner of **ENCINO VEROE, LTD.**, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

Camelia Esparza
NOTARY PUBLIC, State of Texas



AFTER RECORDING RETURN TO:
RICK TRIPLETT, ESQUIRE
GRAVES, DOUGHERTY, REARON & MOODY
POST OFFICE BOX 98
AUSTIN, TX 78767

CONSENT OF MORTGAGEE

International Bank of Commerce as the owner and holder of indebtedness secured by a Deed of Trust to Rosendo Ancira, III, Trustee, duly recorded in Volume 5840, Page 572, Official Public Records of Real Property of Bexar County, Texas, covering the Property, does hereby join in the execution of this OAKLAND HEIGHTS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for the purpose of evidencing its consent hereto and subordinating its lien to this Declaration. However, the foregoing consent and subordination shall not have the effect of subordinating the undersigned's lien to any lien arising pursuant to this Declaration. In the event of any foreclosure of the undersigned's lien against any of the property covered by this Declaration or in the event of a deed given in lieu of such foreclosure, the purchaser at such foreclosure or the grantee of such deed in lieu of foreclosure shall not be liable for any assessments arising under this Declaration prior to such foreclosure or deed in lieu of foreclosure.

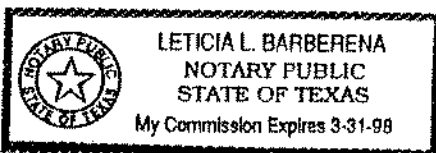
EXECUTED this 15th day of September, 1994.

a _____

By: *Rosendo Ancira, III*
Print Name: Rosendo Ancira, III
Title: First Vice President

THE STATE OF TEXAS §
COUNTY OF WEBB §

This instrument was acknowledged before me on September 13, 1994, by Rosendo Ancira, III, First Vice President of International Bank of Commerce, a banking association on behalf of said association.



Leticia L. Barberena
NOTARY PUBLIC, State of Texas

YOL 6202 PG0067

Any provision herein which restricts the sale, rental, or use of the described real property because of race is invalid and unenforceable under Federal Law.
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 Record of Real Property of Bexar County, Texas on:



SEP 19 1994

Robert D. Green
COUNTY CLERK BEXAR CO.

Filed for Record in:
BEXAR COUNTY, TX
ROBERT D. GREEN/COUNTY CLERK
On Sep 15 1994
At 4:20pm
Receipt #: 73805
Recording: 63.00
Doc/Mgt: 6.00
Doc/Num: 94-016086
Deputy-Catherine Revilla

BEAR COUNTY, TEXAS

ORDER NO 305602-P

CLOSER Dale E. Lewis

COUNTY CLERK RECORDING INFO.

RECEIVED BY THE COUNTY CLERK

SEP 15 1994

Declaration of Covenants, Conditions
A and Restrictions Oakland Heights
(Document Type)

DATED September 15, 1994

(Document Execution Date)

BY Encino Verde, Ltd.

Re: Oakland Heights

A
(Document Type)

DATED
(Document Execution Date)

BY

Filed for Record in:
BEAR COUNTY, TX
ROBERT D. GREEN/COUNTY CLERK

On Sep 15 1994

At 4:20pm

Receipt #: 73805
Recording: 63.00
Doc/Mgmt: 6.00

Doc/Num : 94- 0166086

Deputy -Catherine Revilla

6202/36

COPY

305602-P/CATC/\$69.00

Filed for Record in:
BEXAR COUNTY, TX
ROBERT D. GREEN/COUNTY CLERK

On Sep 15 1994

At 4:20pm

Receipt #: 73805
Recording: 63.00
Doc/Mgmt: 6.00

Doc/Num : 94- 0166086

Deputy -Catherine Revilla

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

OAKLAND HEIGHTS

COPY

SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
OAKLAND HEIGHTS,
BEXAR COUNTY, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

RECITALS:

WHEREAS, by instrument entitled "Declaration of Covenants, Conditions and Restrictions for Oakland Heights," dated September 9, 1994 and recorded in Volume 6202, Page 36, in the Official Public Records of Real Property of Bexar County, Texas, and that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Oakland Heights dated December 23, 1995 and recorded in Volume 6634, Page 854, in the Official Public Records of Real Property of Bexar County, Texas (collectively, the "Declaration"), Encino Verde, Ltd., a Texas limited partnership ("Declarant"), imposed certain covenants and restrictions upon the real property covered by the Declaration; and

WHEREAS, Declarant desires to amend the Declaration as follows:

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THAT:

1. The first sentence of Section 4.5.2 of the Declaration shall be amended to read in its entirety as follows:

"4.5.2. To enter at any time in an emergency, or in a non-emergency after twenty-four (24) hours written notice, without being liable to any Owner, upon any Lot, but expressly excluding entry into any Improvement thereon, for the purpose of enforcing this Declaration or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to this Declaration, and the expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, and the secured immediately by a lien upon the Lot entered upon and the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article 5 hereof for regular and special Assessments."

2. Except as expressly amended and modified hereby, the covenants, restrictions, agreements, easements, terms and provisions of the Declaration shall continue in full force and effect.

3. The President and Secretary of Oakland Heights Owners Association, Inc., a Texas non-profit corporation, hereby certify below that the foregoing amendments were approved by Owners owning more than sixty percent (60%) of the number of votes entitled to be cast.

Executed this the 8th day of April, 1996.

ENCINO VERDE, LTD., a Texas limited partnership

By: ENCINO VERDE PROPERTIES, L.C., a Texas limited liability company, as General Partner

By: Barry Sanditen
Barry Sanditen, Manager

EXECUTED TO CERTIFY APPROVAL BY MORE THAN SIXTY PERCENT (60%) OF TOTAL VOTES OF OWNERS:

OAKLAND HEIGHTS OWNERS ASSOCIATION, INC., a Texas non-profit corporation

By: Barry Sanditen
Barry Sanditen, President

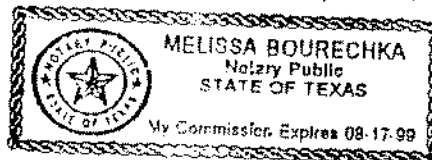
By: Charles C Farrell
Charlie Farrell, Secretary

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 8th day of April, 1996, by **BARRY SANDITEN**, Manager of **ENCINO VERDE PROPERTIES, L.C.**, a Texas limited liability company, as General Partner of **ENCINO VERDE, LTD.**, a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

Melissa Bourechka
NOTARY PUBLIC, State of Texas

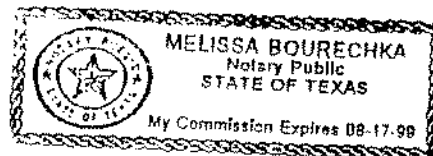
THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §



This instrument was acknowledged before me on the 8th day of April, 1996, by **BARRY SANOITEN**, President of **OAKLAND HEIGHTS OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said non-profit corporation.

Melissa Bourechka
NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF WEBB §



This instrument was acknowledged before me on the 17TH day of April, 1996, by **CHARLIE FARRELL**, Secretary of **OAKLAND HEIGHTS OWNERS ASSOCIATION, INC.**, a Texas non-profit corporation, on behalf of said non-profit corporation.

Brad Jackson
NOTARY PUBLIC, State of Texas
BRAD JACKSON
My Commission Expires 06-16-96

AFTER RECORDING RETURN TO:

RICK TRIPLETT, ESQUIRE
GRAVES, DOUGHERTY, HEARON & MOODY, P.C.
POST OFFICE BOX 9B
AUSTIN, TX 78767

RT16439.212NDAMEND,04/04/96

Any provision herein which restricts the sale, rental, or use of the described real property because of race is invalid and unenforceable under Federal law, 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 Record of Real Property of Bexar County, Texas on:

MAY 03 1996



Gerry Rickhoff

COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in:
BEXAR COUNTY, TX
GERRY RICKHOFF, COUNTY CLERK

On May 02 1996

At 12:22pm

Receipt #: 218975
Recording: 7.00
Doc/Mgmt: 6.00

Doc/Num : 96- 0063966

Deputy -Theresa Hernandez

Book Volm Page
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FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
OAKLAND HEIGHTS,
BEXAR COUNTY, TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

RECITALS:

WHEREAS, by instrument entitled "Declaration of Covenants, Conditions and Restrictions for Oakland Heights," dated September 9, 1994 and recorded in Volume 6202, Page 36, in the Official Public Records of Real Property of Bexar County, Texas (the "Declaration"), Encino Verde, Ltd., a Texas limited partnership ("Declarant"), imposed certain covenants and restrictions upon the real property covered by the Declaration; and

WHEREAS, Declarant desires to amend the Declaration to subject additional real property to the terms and conditions of the Declaration;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THAT:

1. Pursuant to Section 6.2.1 of the Declaration, the real property described by metes and bounds in Exhibit "A" attached hereto is hereby made subject to all of the terms and provisions of the Declaration as of the effective date hereof. From and after the effective date hereof, the terms "Property" and "Subdivision," as used in the Declaration, shall also include the real property described on Exhibit "A" attached hereto.

2. Except as expressly amended and modified hereby, the covenants, restrictions, agreements, easements, terms and provisions of the Declaration shall continue in full force and effect.

VOLUME 634 PAGE 854

Executed this the 23RD day of December, 1995.

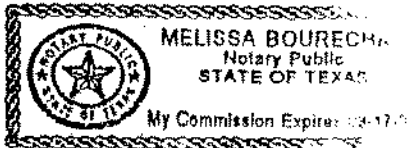
ENCINO VERDE, LTD., a Texas limited partnership

By: ENCINO VERDE PROPERTIES, L.C., a Texas limited liability company, as General Partner

By: Barry Sanditen
Barry Sanditen, Manager

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 23rd day of December, 1995, by BARRY SANDITEN, Manager of ENCINO VERDE PROPERTIES, L.C., a Texas limited liability company, as General Partner of ENCINO VERDE, LTD., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.



Melissa Boureche
NOTARY PUBLIC, State of Texas

VDL 634 PG 0855

AFTER RECORDING RETURN TO:

RICK TRIPLETT, ESQUIRE
GRAVES, DOUGHERTY, HEARON & MOODY, P.C.
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FORD

ENGINEERING, INC

ENGINEERING

PLANNING

DEVELOPMENT

Project No.: 1930.06
Date: August 28, 1995

FIELDNOTES DESCRIBING A
21.044 ACRE TRACT OF LAND
Proposed Oakland Heights Unit 2

Fieldnotes describing a 21.044 acre tract of land being out of and part of the Anselmo Pru Survey No. 20, Abstract 574, County Block 4776, and the W.J. Locke Survey No. 328, Abstract 434, County Block 4770, N.C.B. 15825, and being a portion of a 62.93 acre tract of land described in Volume 5840, Page 0567, Real Property Records, Bexar County, Texas, being more particularly described as follows.

Beginning at a $\frac{1}{2}$ " iron pin with a yellow plastic cap stamped Pape-Dawson found in the west right-of-way line of Vance Jackson Street being in the north line of a portion of tract "E" as described in Volume 2595, Page 232 Deed Records Bexar County, Texas and the south line of the 62.93 acre tract for the southeast corner of the herein described tract.

Thence, S 78° 15' 11" W, 521.21 feet along the south line of the 62.93 acre tract and the north line of tract "E" to a P.K. nail set in a rock, being in the south line of the 62.93 acre tract and the north line of tract "E" for the southeast corner of a 8.195 acre tract of land described in Volume 6127, Page 317, Deed Records, Bexar County, Texas and the southernmost southwest corner of the herein described tract.

Thence, N 14° 43' 46" W, 410.15 feet along the east line of the 8.195 acre tract and the southwest line of the 62.93 acre tract to a $\frac{1}{2}$ " iron pin found for the northeast corner of the 8.195 acre tract and an interior corner of the herein described tract.

Thence, S 78° 22' 19" W, 360.66 feet along the north line of the 8.195 acre tract and the northernmost south line of the 62.93 acre tract to a $\frac{1}{2}$ " pin found in the north line of the 8.195 acre tract and the westernmost southwest corner of the herein described tract.

Thence, N 16° 59' 21" W, 621.04 feet partly along the east line of the O.H.P. at I.H. 10 Subdivision, Plat recorded in Volume 9529, Page 177, Plat Records Bexar County, Texas, and the west line of the 62.93 acre tract to a point in the east line of the O.H.P. at I.H. 10 Subdivision and the west line of the 62.93 acre tract for the southeast corner of proposed Oakland Heights Unit 3 and the northwest corner of the herein described tract.

Thence, with the south line of the Proposed Oakland Heights Unit 3 and the north line of the herein described tract as follows:

N 73° 02' 25" E, 170.00 feet to a point for an angle point.
S 16° 59' 21" E, 48.09' feet to a point for an angle point.
N 73° 00' 39" E, 60.71' feet to a point for an angle point.

Page 2
21.044 acres

N 89° 07' 13" E, 1065.41' feet to a point for an angle point.
N 24° 57' 07" E, 14.09 feet to a point for an angle point.
S 65° 02' 53" E, 170.00 feet to a point for an angle point in the west
right-of-way line of Vance Jackson Street for the southeast corner of Oakland
Heights Unit 3 and the northeast corner of the herein described tract.

Thence, along the west line of Vance Jackson Street as follows:

S 24° 57' 07" W, 411.30 feet to a point;
S 69° 42' 26" W, 28.40 feet to a point;
S 24° 57' 07" W, 70.00 feet to a point;
S 20° 17' 34" E, 28.16 feet to a point;
S 24° 57' 07" W, 60.46 feet to a point for the beginning of a curve to
the left;

Southeasterly along the arc of said curve to the left having a radius of
743.00 feet, a central angle of 21° 30' 27", a distance of 278.91 feet to the
Place of Beginning and containing 21.044 acres as surveyed on the ground on
October 5, 1993. (Chord bears S 14° 11' 54" W, 277.27 feet).

Corresponding plat prepared
193006u2.fns



Fred L. McMichael
Fred L. McMichael
Registered Professional
Land Surveyor No. 3682

VOL 634 PG 0857



FORD

ENGINEERING, INC.

ENGINEERING

PLANNING

DEVELOPMENT

Project No.: 1930.06
Date: August 16, 1995

FIELDNOTES DESCRIBING A
21.534 ACRE TRACT OF LAND
Proposed Oakland Heights Unit 3

Fieldnotes describing a 21.534 acre tract of land being out of and part of the Anselmo Pru Survey No. 20, Abstract 574, County Block 4776, and the W.J. Locke Survey No. 328, Abstract 434, County Block 4770, N.C.B. 15825, and being a portion of a 62.93 acre tract of land described in Volume 5840, Page 0567, Real Property Records, Bexar County, Texas, being more particularly described as follows.

Beginning at a $\frac{1}{2}$ " iron pin found in the north line of the 62.93 acre tract at its intersection with the west right-of-way line of Vance Jackson Street for the northeast corner of this tract.

Thence, with the west right-of-way line of Vance Jackson Street as follows:

S 00° 33' 57" E, 97.77 feet to a point;

S 44° 09' 37" W, 28.42 feet to a point;

S 00° 33' 57" E, 50.94 feet to a point;

S 45° 44' 46" E, 28.20 feet to a point;

S 00° 33' 57" E, 164.28 feet to a point for the beginning of a curve to the right.

Southwesterly along the arc of said curve to the right having a radius of 657.00 feet, a central angle of 25° 31' 04", a distance of 292.61 feet to a point for the end of said curve to the right. (Chord Bears S 12° 11' 35" W, 290.20 feet).

S 24° 57' 07" W, 6.30 feet to a point for an angle point, being the northeast corner of the proposed Oakland Heights Unit 2 and the southeast corner of the herein described tract.

Thence, with the north line of the proposed Oakland Heights Unit 2 and the south line of the herein described tract as follows:

N 65° 02' 53" W, 170.00 feet to a point for an angle point.

S 24° 57' 07" W, 14.09 feet to a point for an angle point.

S 89° 07' 13" W, 1065.41 feet to a point for an angle point.

S 73° 00' 39" W, 60.71 feet to a point for an angle point.

N 16° 59' 21" W, 48.09 feet to a point for an angle point.

S 73° 02' 25" W, 170.00 feet to a point in the east line of Lot 2 Block 3, O.H.P. at I.H. 10 Subdivision, Plat recorded in Volume 9529, Page 177, Plat Records Bexar County, Texas for the northwest corner of the Oakland Heights Unit 2 Subdivision and the southwest corner of the herein described tract.

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Page 2
21.534 acres

Thence, N 16° 59' 21" W, 622.15 feet along the east line of Lot 2 and the west line of the 62.93 acre tract to a $\frac{1}{4}$ " iron pin found in the south right-of-way of Casa Bella Street and the north line of a 1.0 foot strip of land described in Quitclaim Deed recorded in Volume 5137, Page 719, Deed Records, Bexar County, Texas, for the northeast corner of lot 2 and the northwest corner of the 62.93 acre tract and the herein described tract.

Thence, with the south right-of-way line of Casa Bella Street and the north line of the 62.93 acre tract as follows:

N 89° 05' 40" E, 397.36 feet to a $\frac{1}{4}$ " iron pin found in the east line of the Ranchito Feliz Subdivision, plat recorded in Volume 3024, Page 44, Plat Records, Bexar County, Texas, for a north corner of the 62.89 acre tract and the herein described tract:

S 05° 05' 32" E, 1.01 feet to a $\frac{1}{4}$ " iron pin found for the southeast corner of the Ranchito Feliz Subdivision for an interior corner of the 62.89 acre tract and the herein described tract.

N 88° 57' 01" E, 764.18 feet to a $\frac{1}{4}$ " iron pin found for an angle point;

N 89° 33' 21" E, 150.74 feet to a $\frac{1}{4}$ " pin found for an angle point;

N 89° 09' 44" E, 390.18 feet to the Place of Beginning and containing 21.534 acres of land as surveyed on the ground on October 5, 1993.

Corresponding plat prepared
193006u3.fns



Fred L. McMichael
Fred L. McMichael
Registered Professional
Land Surveyor No. 3682

AFTER RECORDING RETURN TO:

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OAKLAND HEIGHTS

VOL 6202 PG 0036

OAKLAND HEIGHTS
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
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