

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

FOR 94- 0193126

THE CROSSING AT FAIR OAKS

THE STATE OF TEXAS

(KNOW ALL MEN BY THESE PRESENT)

COUNTY OF BEXAR

THE JOSHUA GROUP INC., AS SUCCESSOR-IN-INTEREST TO FAIR OAKS 1000 ACRE JOINT VENTURE BEING THE OWNER OF THE PROJECT (AS HEREINAFTER DEFINED) DESIRES TO ESTABLISH AND CARRY OUT A UNIFORM PLAN FOR THE USE, DEVELOPMENT, IMPROVEMENT AND SALE OF THE PROJECT FOR THE PRESENT AND FUTURE OWNERS OF THE PROJECT. DECLARANT HEREBY DECLARES, ESTABLISHES AND ADOPTS THE COVENANTS, RESTRICTIONS, RESERVATIONS AND CONDITIONS SET FORTH BELOW (HEREIN COLLECTIVELY CALLED THE RESTRICTIONS) WHICH SHALL BE APPLICABLE TO THE USE, DEVELOPMENT, IMPROVEMENT AND SALE OF THE PROJECT. EVERY CONTRACT, DEED OR OTHER INSTRUMENT HERE AFTER EXECUTED AND COVERING THE PROJECT OR ANY PORTION THEREOF SHALL CONCLUSIVELY BE HELD TO HAVE BEEN EXECUTED, DELIVERED AND ACCEPTED SUBJECT TO THESE RESTRICTIONS REGARDLESS OF WHETHER OR NOT THESE RESTRICTIONS ARE SET OUT IN FULL OR INCORPORATED BY REFERENCE IN SAID CONTRACT, DEED OR OTHER INSTRUMENT.

ARTICLE ONE

DEFINITIONS

AS USED IN THIS DECLARATION, THE TERMS SET FORTH BELOW SHALL HAVE THE MEANINGS INDICATED:

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1. ASSOCIATION -- THE CROSSING AT FAIR OAKS HOMEOWNERS ASSOCIATION; A TEXAS NON-PROFIT CORPORATION, NOW EXISTING OR TO BE CREATED AFTER THE DATE HEREOF, THE MEMBERS OF WHICH SHALL BE THE OWNERS OF THE HOMES OR LOTS.

2. BOARD -- THE BOARD OF DIRECTORS OF THE ASSOCIATION.

3. BYLAWS -- THE BYLAWS OF THE ASSOCIATION.

4. COMMON AREAS -- ALL OF THE PROJECT, OTHER THAN THE LOTS, AND ALL PERSONAL PROPERTY NOW OR HEREAFTER OWNED BY THE ASSOCIATION.

5. COMMON EXPENSE CHARGE -- THE ASSESSMENT LEVIED PURSUANT TO ARTICLE FOUR HEREOF FOR MANAGING, OPERATING, REPAIRING AND INSURING THE PROJECT (INCLUDING RESERVES FOR REPLACEMENT).

6. COMMON FUND -- ANY ACCUMULATION OF (I) THE COMMON EXPENSE CHARGES COLLECTED BY THE BOARD PURSUANT TO ARTICLE FOUR HEREOF FOR THE CONTINUED MAINTENANCE, INSURING, REPAIR AND OPERATION OF ANY PORTION OF THE PROJECT, AND (II) INTEREST, PENALTIES, ASSESSMENTS AND OTHER SUMS AND REVENUES COLLECTED BY THE BOARD PURSUANT TO THIS DECLARATION.

7. DECLARANT -- THE JOSHUA GROUP INC., A TEXAS CORPORATION AS SUCCESSOR-IN-INTEREST TO FAIR OAKS 1000 ACRE JOINT VENTURE.

8. ENCLOSED PORTION -- ALL OF A LOT (INCLUDING THE HOUSE ERECTED ON SUCH LOT) OTHER THAN THE OUTER PORTION.

9. ELECTION DATE -- THE ELECTION OF THE FIRST BOARD IN ACCORDANCE WITH THE BYLAWS UPON THE EARLIER TO OCCUR OF (I) THE DATE SELECTED BY DECLARANT, (II) DECEMBER 31, 1997, OR (III) WITHIN SIXTY (60) DAYS AFTER DECLARANT HAS CONVEYED, BY DEEDS DULY EXECUTED AND RECORDED, ALL OF THE LOTS.

10. EXTERIOR -- ALL OF A LOT OTHER THAN THE INTERIOR OF THE HOUSE LOCATED ON SUCH LOT.

11. FRACTIONAL INTEREST -- WITH RESPECT TO EACH IMPROVED LOT, A FRACTION, THE NUMERATOR OF WHICH IS ONE (1) AND THE

DENOMINATOR OF WHICH IS THE NUMBER OF IMPROVED LOTS, BUT NOT MORE THAN SIXTEEN (16).

12. IMPROVED LOT -- ANY LOT ON WHICH CONSTRUCTION OF A HOUSE HAS BEEN COMMENCED.

13. INTERIOR -- THAT PORTION OF A HOUSE THAT IS NOT VISIBLE FROM ANY COMMON AREA OR FROM ANY OTHER LOT OR HOUSE.

14. LAND -- THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING APPROXIMATELY 2.25 ACRES SITUATED IN BEXAR COUNTY, TEXAS WHICH TRACT OR PARCEL OF LAND IS MORE PARTICULARLY DESCRIBED AS LOTS 1 THROUGH 17 (LOT 17 BEING LOT DESIGNATED AS COMMON AREA) ON EXHIBIT "A" ATTACHED AND INCORPORATED FOR ALL PURPOSES HERETO.

15. LOT -- EACH OF THE FOLLOWING LOTS DEPICTED ON THE SUBDIVISION PLAT OF THE CROSSING AT FAIR OAKS SUBDIVISION, FILED FOR RECORD ON October 10, 1994, IN VOLUME 9530, PAGE 93, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS: LOTS 1 THROUGH 17 (LOT 17 BEING LOT DESIGNATED AS COMMON AREA).

16. MEMBER -- A MEMBER OF THE ASSOCIATION.

17. MORTGAGE -- A MORTGAGE, DEED OF TRUST OR OTHER INSTRUMENT EXECUTED BY AN OWNER, DULY RECORDED IN THE REAL PROPERTY RECORDS OF BEXAR COUNTY, TEXAS, AND CREATING A LIEN OR SECURITY INTEREST ENCUMBERING A LOT AND SECURING THERE PAYMENT OF A LOAN.

18. MORTGAGEE -- THE PERSON WHO HOLDS A MORTGAGE AS SECURITY FOR REPAYMENT OF A LOAN.

19. OUTER PORTION -- THE PORTION OF A LOT CONSISTING OF ALL FENCES LOCATED ON SUCH LOT AND ALL AREAS OF SUCH LOT LOCATED OUTSIDE SUCH FENCES.

20. OWNER -- ANY PERSON, FIRM, CORPORATION OR OTHER ENTITY OR ANY COMBINATION THEREOF WHICH OWNS, OF RECORD, FULL FEE SIMPLE TITLE TO A LOT.

21. PRICE INDEX -- THE CONSUMER PRICE INDEX PUBLISHED BY THE BUREAU OF LABOR STATISTICS OF THE UNITED STATES DEPARTMENT OF LABOR, OR ANY SUCCESSOR PUBLICATION.

22. PROJECT -- THE LAND, TOGETHER WITH ALL IMPROVEMENTS NOW OR HEREAFTER SITUATED THEREON, AND ALL RIGHTS AND APPURTENANCES THERETO.

23. PROJECT AFFAIRS -- ALL OF THE AFFAIRS OF THE PROJECT TO BE ADMINISTERED OR MANAGED BY THE ASSOCIATION, AS MORE FULLY DESCRIBED IN ARTICLE THREE, SECTION 1 OF THIS DECLARATION.

24. REPLACEMENT RESERVE FUND -- THE RESERVE FUND ESTABLISHED PURSUANT TO ARTICLE FOUR HEREOF FOR MAINTENANCE, REPAIRS AND REPLACEMENTS TO THE PROJECT.

25. RULES AND REGULATIONS -- THE RULES ADOPTED FROM TIME TO TIME BY THE BOARD CONCERNING THE MANAGEMENT AND ADMINISTRATION OF THE PROJECT FOR THE USE, BENEFIT AND ENJOYMENT OF OWNERS.

26. HOME/HOUSE -- ALL OF THE IMPROVEMENTS, OTHER THAN THE FENCE, ERECTED ON A LOT.

27. UN*IMPROVED LOT -- ANY LOT ON WHICH CONSTRUCTION OF A HOUSE HAS NOT YET BEGUN.

ARTICLE TWO

GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

SECTION 1. MINIMUM SQUARE FOOTAGE REQUIREMENTS

- (A) 1800 SQ.FT. - SINGLE STORY TWO CAR ATTACHED GARAGE.
- (B) 2000 SQ.FT. - TWO STORY TWO CAR ATTACHED GARAGE.

SECTION 2. MATERIALS

- (A) MINIMUM 75% MASONRY
- (B) ROOFS - ONE COLOR SLATE TILE
- (C) DRIVEWAYS/WALKWAYS - STAMPED CONCRETE ONE COLOR PATTERN

SECTION 3. USE RESTRICTIONS

SUBJECT TO THE PROVISIONS OF ARTICLE EIGHT HEREOF EACH OWNER SHALL USE HIS LOT SOLELY FOR RESIDENTIAL PURPOSES, AND NO BUSINESS, PROFESSIONAL OR OTHER COMMERCIAL ACTIVITY OF ANY TYPE SHALL BE OPERATED FROM OR OUT OF ANY LOT OR ANY COMMON AREA. NO OWNER SHALL USE OR PERMIT SUCH OWNERS LOT OR ANY COMMON AREA TO BE USED FOR ANY PURPOSE WHICH WOULD (I) VOID ANY INSURANCE IN FORCE WITH RESPECT TO THE PROJECT: (II) MAKE IT IMPOSSIBLE TO OBTAIN ANY INSURANCE REQUIRED BY THIS DECLARATION: (III) CONSTITUTE A PUBLIC OR PRIVATE NUISANCE, WHICH DETERMINATION MAY BE MADE BY THE BOARD IN ITS SOLE DISCRETION: (IV) CONSTITUTE A VIOLATION OF ANY APPLICABLE LAW, ORDINANCE, RULE OR REGULATION (INCLUDING THE RULES AND REGULATIONS WHICH MAY BE ADOPTED BY THE BOARD): OR (V) UNREASONABLY INTERFERE WITH THE USE AND OCCUPANCY OF THE PROJECT BY OTHER OWNERS. NO MORE THAN ONE (1) HOUSEHOLD PET SHALL BE PERMITTED AS TO EACH LOT, EXCEPT AS OTHERWISE PERMITTED IN WRITING BY THE BOARD. ALL PETS MUST BE MAINTAINED ON A LEASH WHEN ON ANY COMMON AREA AND PET OWNERS WILL BE RESPONSIBLE FOR COLLECTION OF ALL ANIMAL WASTE IN COMMON AREAS. NO BOAT, BOAT TRAILER, TRAVEL TRAILER, INOPERATIVE AUTOMOBILE, CAMPER OR VEHICLE OF ANY KIND SHALL BE TEMPORARILY OR PERMANENTLY STORED ON ANY PORTION OF ANY OF THE LOTS, AND NO REPAIRS OF ANY TYPES OF VEHICLES SHALL BE PERFORMED AT A LOCATION ON ANY LOT THAT IS VISIBLE FROM ANY COMMON AREA OR FROM ANY OTHER LOT. NO ELECTRONIC ANTENNA OR DEVICE OF ANY OTHER TYPE THAN FOR RECEIVING TELEVISION, RADIO OR OTHER SIGNALS SHALL BE ERECTED, CONSTRUCTED, PLACED OR PERMITTED TO REMAIN ON ANY LOT OR HOUSE.

SECTION 4. CONSTRUCTION, DECLARATION, MAINTENANCE, ALTERATION AND REPAIRS

(A) NO BUILDING OR IMPROVEMENT OF ANY KIND THAT WILL BE VISIBLE FROM ANY OTHER LOT OR HOUSE OR FROM ANY COMMON AREA SHALL BE ERECTED, PLACED OR CONSTRUCTED, OR THE ERECTION, PLACEMENT OR CONSTRUCTION THEREOF BEGUN OR CHANGE MADE IN THE DESIGN THEREOF AFTER ORIGINAL CONSTRUCTION, ON ANY PORTION OF THE LAND UNTIL THE FINAL CONSTRUCTION PLANS AND SPECIFICATIONS AND THE FINAL PLANS SHOWING THE LOCATION OF SUCH BUILDING OR IMPROVEMENT HAVE BEEN

SUBMITTED TO AND APPROVED IN WRITING BY THE BOARD (SUCH FINAL CONSTRUCTION PLANS AND SPECIFICATIONS AND SUCH FINAL PLANS SHOWING THE LOCATION OF SUCH BUILDING OR IMPROVEMENT HEREIN BEING COLLECTIVELY CALLED "PLANS"). IN DETERMINING WHETHER SUCH PLANS SHALL BE APPROVED, THE BOARD MAY TAKE INTO CONSIDERATION FACTORS DEEMED APPROPRIATE BY THE BOARD. SUCH FACTORS MAY INCLUDE THE FOLLOWING:

- (1) COMPLIANCE WITH THIS DECLARATION;
- (2) QUALITY OF THE BUILDING MATERIALS;
- (3) HARMONY OF EXTERNAL DESIGN OF SUCH BUILDING OR IMPROVEMENT WITH EXISTING AND PROPOSED BUILDINGS AND IMPROVEMENTS;
- (4) LOCATION OF SUCH BUILDING OR IMPROVEMENT WITHIN THE LOT ON WHICH IT WILL BE CONSTRUCTED; AND
- (5) THE NUMBER OF SQUARE FEET TO BE CONTAINED IN SUCH BUILDING OR IMPROVEMENT.

IF THE BOARD FAILS TO INDICATE ITS APPROVAL OR DISAPPROVAL WITHIN FORTY-FIVE (45) DAYS AFTER THE RECEIPT OF THE PLANS, IT WILL BE DEEMED THAT THE BOARD HAS APPROVED THE PLANS. ALL DECISIONS OF THE BOARD SHALL BE FINAL AND BINDING, AND THERE SHALL BE NO REVIEW OF ANY SUCH ACTION OF THE BOARD. IN NO EVENT SHALL THE BOARD BE LIABLE TO ANY PARTY FOR DAMAGES, OR BE SUBJECT TO ANY OTHER LEGAL OR EQUITABLE REMEDY, IN CONNECTION WITH ANY SUCH DECISION ON THE PART OF THE BOARD. THE BOARD SHALL HAVE THE RIGHT TO DELEGATE ITS RIGHTS AND OBLIGATIONS UNDER THIS SECTION 4(A) OF ARTICLE TWO OF THIS DECLARATION TO AN ARCHITECTURAL REVIEW BOARD COMPOSED OF INDIVIDUALS SELECTED BY THE BOARD.

(B) SUBJECT TO THE PROVISIONS OF SECTION 4(A) OF THIS ARTICLE TWO, AND SUBJECT TO THE RULES AND REGULATIONS, EACH OWNER SHALL HAVE THE RIGHT TO MODIFY, ALTER, REPAIR, DECORATE, REDECORATE OR IMPROVE THE INTERIOR OF SUCH OWNERS HOUSE, PROVIDED THAT SUCH ACTIONS DOES NOT IMPAIR THE STRUCTURAL INTEGRITY, WEAKEN THE SUPPORT, OR OTHERWISE ADVERSELY AFFECT ANY OTHER HOUSE OR ANY COMMON AREA, AND PROVIDED THAT ALL SUCH ACTION IS PERFORMED IN SUCH A MANNER WHICH CAUSES MINIMUM INCONVENIENCE TO OTHER OWNERS AND IS

PERFORMED IN SUCH A MANNER THAT DOES NOT CONSTITUTE A NUISANCE TO ANY OTHER OWNER: PROVIDED, HOWEVER, THAT THE BOARD MAY REQUIRE ANY OWNER TO REMOVE OR ELIMINATE ANY OBJECT SITUATED WITHIN SUCH OWNERS HOUSE THAT IS VISIBLE FROM ANY COMMON AREAS OR FROM ANY HOUSE AND WHICH, IN THE BOARDS REASONABLE JUDGMENT, DETRACTS FROM THE VISUAL ATTRACTIVENESS OF THE PROJECT.

(C) WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD AND SUBJECT TO THE PROVISIONS OF ARTICLE EIGHT HEREOF, NO OWNER SHALL HAVE ANY RIGHT TO PLACE ANY SIGN IN OR ON ANY LOT OR ELSE WHERE IN THE PROJECT. THE BOARD SHALL HAVE THE RIGHT TO REMOVE ANY SIGNS SO PLACED WITHOUT PERMISSION. NOTWITHSTANDING ANYTHING TO THE CONTRARY, DECLARANT SHALL HAVE THE RIGHT TO ERECT SIGNS ADVERTISING THE SALE OF UNIMPROVED LOTS AND OR HOUSES WITHOUT THE CONSENT OF THE BOARD, SO LONG AS SUCH SIGNS ARE REASONABLE IN SIZE AND CONTENT.

(D) EACH OWNER SHALL MAINTAIN THE OWNERS LOT IN GOOD ORDER AND REPAIR AT ALL TIMES, AND EACH OWNER SHALL BE RESPONSIBLE FOR ALL LANDSCAPING. EACH OWNER OF AN UNIMPROVED LOT SHALL BE RESPONSIBLE FOR ITS MAINTENANCE. WITHOUT THE PRIOR WRITTEN CONSENT OF THE BOARD, NO OWNER SHALL HAVE ANY RIGHT TO MODIFY, ALTER, DECORATE, REDECORATE OR IMPROVE ANY LOT OR ANY HOUSE WHICH IS VISIBLE FROM THE OUTER PORTION OF ANY LOT, EXCEPT FOR THE GROWING, MAINTAINING AND EXHIBITING OF GREENERY AND PLANTS. PROVIDED, HOWEVER, THAT THE BOARD MAY REQUIRE THAT ANY SUCH GREENERY OR PLANTS BE REMOVED IF, IN THE BOARDS REASONABLE JUDGMENT, SUCH GREENERY OR PLANT DETRACTS FROM THE VISUAL ATTRACTIVENESS OF THE PROJECT. PROVIDED FURTHER, THAT THE BOARD SHALL HAVE THE RIGHT TO REMOVE ANY LANDSCAPING AND GREENERY AT THE COST AND EXPENSE OF THE OWNER.

(E) THE ASSOCIATION SHALL MAINTAIN THE COMMON AREAS AND THAT PORTION OF ALL OF THE LOTS ADJACENT TO OR VISIBLE FROM ANY COMMON AREA. IN ADDITION, ALL LANDSCAPING OF THE COMMON AREAS AND THAT PORTION OF ALL OF THE LOTS ADJACENT TO OR VISIBLE FROM ANY COMMON AREA SHALL BE MAINTAINED BY THE ASSOCIATION. NO OWNER SHALL BE ENTITLED TO PERFORM ANY LANDSCAPING, MAINTENANCE OR REPAIRS ON ANY PORTION OF THE COMMON AREAS OR ON ANY PORTION OF ANY LOT ADJACENT TO OR VISIBLE FROM ANY COMMON AREA. PROVIDED, HOWEVER, THAT SINCE ALL SPRINKLER CONTROLS FOR THE OUTER PORTION ARE LOCATED

WITHIN THE NEAREST HOUSE GARAGE, EACH OWNER SHALL BE RESPONSIBLE TO SET AND MAINTAIN REASONABLE PERIOD OF WATERING OF SUCH AREA. IN SO DOING, EACH OWNER MAY REQUEST THE ASSISTANCE OF THE ASSOCIATION. IF AN OWNER SHALL FAIL TO PROVIDE ADEQUATE SPRINKLER LINES, THE ASSOCIATION MAY WATER BY HAND AND THE EXPENSE THEREOF SHALL BE A CHARGE TO SUCH OWNER, WHICH CHARGE SHALL BE SECURED BY THE LIEN FOR ASSESSMENTS SET FORTH BELOW.

(F) THE HOUSES ON LOTS 2 THROUGH 7, 9 AND 11 THROUGH 15 WILL BE CONSTRUCTED SO AS TO HAVE AT LEAST ONE (1) WALL ABUTTING A SIDE PROPERTY LINE DESIGNATED AS THE ZERO SETBACK LINE FOR THE LOT UPON WHICH SUCH HOUSE IS ERECTED.

(G) FAIR OAKS 1000 ACRES JOINT VENTURE, AS THE DEVELOPER OF THE AREA SURROUNDING THE CROSSING AT FAIR OAKS AND THE GRANTOR UNDER THE DEED WHEREIN THE CROSSING SUBDIVISION WAS PURCHASED BY THE JOSHUA GROUP, INC., SHALL HAVE THE RIGHT TO APPROVE ALL CONSTRUCTION PLANS ON LOTS 1-16, IN THE CROSSING AT FAIR OAKS, AS WELL AS ANY SUBSTANTIAL AMENDMENTS TO SAID PLANS MADE PRIOR TO BEGINNING OF CONSTRUCTION. FAIR OAKS 1000 ACRE JOINT VENTURE SHALL ALSO HAVE THE RIGHT, BUT NOT THE OBLIGATION TO ENFORCE ANY AND ALL DEED RESTRICTIONS DESCRIBED HEREIN FOR THE CROSSING AT FAIR OAKS.

SECTION 5. EASEMENTS AND TITLE TO AND OPERATION OF THE COMMON AREAS

(A) THE PROJECT SHALL BE SUBJECT TO AN OVERLAP OR ENCROACHMENT EASEMENT IN FAVOR OF ALL THE OWNERS FOR MINOR OVERLAPS OR ENCROACHMENTS CREATED BY CONSTRUCTION, SETTLING, RISING OR OTHER MOVEMENTS OF ANY IMPROVEMENTS TO THE LOTS AND THE COMMON AREAS, LIMITED, HOWEVER, TO ANY ACTUAL OVERLAP OR ENCROACHMENT.

(B) EACH OWNER HEREBY GRANTS TO ASSOCIATION A NON-CANCELABLE RIGHT OF ACCESS TO EACH LOT AND HOUSE FOR THE PURPOSE OF MAINTENANCE AND REPAIR OF EACH HOUSE IN ACCORDANCE WITH THE RULES AND REGULATIONS ADOPTED, FROM TIME TO TIME, BY THE BOARD.

(C) EACH OWNER IS HEREBY GRANTED THE RIGHT AND BENEFIT OF THE USE AND ENJOYMENT OF THE COMMON AREAS, SUBJECT TO THE RULES AND REGULATIONS ADOPTED, FROM TIME TO TIME, BY THE BOARD AND TO THE BOARD'S RIGHT TO CONTROL THE USE AND OPERATION OF THE COMMON AREAS.

(D) LOTS ADJOINING A ZERO SETBACK LINE AND THE COMMON AREA ADJOINING ANY LOT WITH IMPROVEMENTS SITUATED ON A ZERO SETBACK LINE SHALL BE SUBJECT TO FIVE (5) FOOT ACCESS EASEMENT FOR THE CONSTRUCTION, REPAIR AND MAINTENANCE OF IMPROVEMENTS LOCATED ON THE ZERO SETBACK LINE OF SUCH ADJACENT LOT. THE OWNER OF SUCH ADJACENT LOT MUST REPLACE ANY FENCING, LANDSCAPING OR OTHER ITEMS LOCATED WITHIN THE EASEMENT AREA THAT HE MAY DISTURB DURING SUCH CONSTRUCTION, REPAIR OR MAINTENANCE. ADDITIONALLY, THIS EASEMENT, WHEN USED, MUST BE LEFT CLEAN AND UNOBSTRUCTED UNLESS THE EASEMENT IS ACTIVELY BEING UTILIZED AND ANY ITEMS REMOVED MUST BE REPLACED. EXCEPT IN THE EVENT OF AN EMERGENCY, THE ZERO SETBACK LINE OWNER MUST NOTIFY THE OWNER OF ANY LOT AFFECTED BY THIS EASEMENT OF HIS INTENT TO DO ANY CONSTRUCTION OR MAINTENANCE AT LEAST TWENTY-FOUR (24) HOURS BEFORE ANY WORK IS STARTED, WITH THE HOURS THAT SUCH ACCESS EASEMENT MAY BE UTILIZED BEING RESTRICTED TO BETWEEN THE HOURS OF 8:00 A.M. TO 5:00 P.M. MONDAY THROUGH FRIDAY, AND 9:00 A.M. TO 6:00 P.M. ON SATURDAYS. IN THE EVENT OF AN EMERGENCY, NO SUCH NOTICE IS NECESSARY AND MAINTENANCE CAN BE PERFORMED AT ANY NECESSARY TIME. EAVES SHALL BE PERMITTED TO OVER HANG A ZERO SETBACK LINE BY NOT MORE THAN THIRTY INCHES (30); PROVIDED, HOWEVER, THAT NO PLANTS OR ANY OTHER OBJECTS SHALL BE HUNG FROM ANY SUCH EAVES OR EXPOSED BEAMS.

(E) THE BOARD SHALL HAVE THE RIGHT TO CONTROL THE USE AND OPERATION OF THE COMMON AREAS. SUCH RIGHTS INCLUDES, WITHOUT LIMITATION, THE FOLLOWING:

(1) THE RIGHT TO CHARGE REASONABLE ADMISSION, RENTAL AND OTHER FEES FOR THE USE OF ANY FACILITY COMPRISING A PORTION OF THE COMMON AREAS.

(2) THE RIGHT TO PERMIT NON-OWNERS TO USE THE COMMON AREAS ON TERMS ACCEPTABLE TO THE BOARD.

(3) THE RIGHT TO DEDICATE OR TRANSFER ALL OR ANY PART OF THE COMMON AREAS TO ANY PUBLIC AGENCY, AUTHORITY OR UTILITY.

(F) THE ASSOCIATION IS HEREBY GRANTED THE NON-CANCELABLE RIGHT OF ACCESS IN AND TO THE PROJECT FOR THE PURPOSES OF LANDSCAPING, MAINTAINING AND REPAIRING THE COMMON AREAS AND THE LOTS IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS DECLARATION, AND FOR PERFORMING ANY OTHER ACTION REQUIRED OR PERMITTED UNDER THIS DECLARATION.

(G) THE ASSOCIATION IS HEREBY GRANTED A NON-CANCELABLE RIGHT OF ACCESS IN AND TO THE PROJECT FOR THE PURPOSE OF ENTERING UPON AND INTO ANY LOT TO WATER ANY LANDSCAPED AREA NOT ADEQUATELY WATERED BY AN OWNER.

(H) WITHIN A REASONABLE TIME AFTER THE SALE OF THE FIRST LOT FROM DECLARANT TO AN OWNER, OTHER THAN DECLARANT, DECLARANT SHALL CONVEY FEE SIMPLE TITLE TO THE COMMON AREAS TO THE ASSOCIATION IN TRUST FOR THE BENEFIT OF THE OWNERS. EACH OWNER OF A LOT SHALL, AS A RESULT OF SUCH OWNERSHIP, OWN AN UNDIVIDED BENEFICIAL INTEREST IN AND TO THE COMMON AREAS EQUAL TO THE FRACTIONAL INTEREST ASSOCIATED WITH EACH SUCH OWNERS LOT. EACH UNDIVIDED BENEFICIAL INTEREST IN AND TO THE COMMON AREAS ASSOCIATED WITH EACH LOT SHALL BE APPURTENANT TO EACH SUCH LOT, AND UPON THE CONVEYANCE OF ANY SUCH LOT, SHALL BE AUTOMATICALLY CONVEYED ALONG WITH SUCH LOT TO SUCH PURCHASER OR OTHER GRANTEE. THE OWNERSHIP OF THE COMMON AREA SHALL NEVER BE SEPARATED AND SHALL ONLY BE VESTED IN THE LOT OWNERS.

(I) AN EASEMENT IS HEREBY GRANTED TO THE ASSOCIATION IN AND TO THE PROJECT FOR THE PURPOSES OF MAINTAINING UTILITY SERVICES (INCLUDING WITHOUT LIMITATION ELECTRICITY, GAS, WATER, SANITARY SEWER, STORM SEWER, TELEPHONE AND TELEVISION) TO THE LOTS AND THE COMMON AREAS, WHICH EASEMENT SHALL BE LOCATED IN THE EASEMENTS REFLECTED IN THE SUBDIVISION PLAT. THE ASSOCIATION SHALL HAVE THE RIGHT TO ASSIGN, FROM TIME TO TIME, SUCH EASEMENT ON A NON-EXCLUSIVE BASIS TO OWNERS AND OTHERS FOR THE PURPOSES OF PROVIDING AND MAINTAINING UTILITY SERVICES TO EACH OWNERS LOT.

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ARTICLE THREE

MANAGEMENT AND OPERATION OF PROJECT

SECTION 1. MANAGEMENT BY ASSOCIATION

THE AFFAIRS OF THE PROJECT SHALL BE ADMINISTERED BY THE ASSOCIATION. THE ASSOCIATION SHALL HAVE THE POWER AND OBLIGATION TO PROVIDE FOR THE MAINTENANCE, LANDSCAPING, REPAIR, REPLACEMENT, ADMINISTRATION, INSURING AND OPERATIONS OF THOSE PORTIONS OF THE PROJECT AS HEREIN PROVIDED FOR AND AS PROVIDED IN THE BYLAWS AND IN THE RULES AND REGULATIONS. WITHOUT LIMITING THE GENERALITY OF THE FORGOING, THE ASSOCIATION, ACTING THROUGH THE BOARD, SHALL BE ENTITLED TO ENTER INTO SUCH CONTRACTS AND AGREEMENTS CONCERNING THE PROJECT AS THE BOARD DEEMS REASONABLY NECESSARY OR APPROPRIATE TO MAINTAIN AND OPERATE THE PROJECT AS A VIABLE RESIDENTIAL HOUSING DEVELOPMENT, INCLUDING, WITHOUT LIMITATION, THE RIGHT TO GRANT UTILITY AND OTHER EASEMENTS FOR USES THE BOARD SHALL DEEM APPROPRIATE AND THE RIGHT TO ENTER INTO AGREEMENTS WITH ADJOINING OR NEARBY LAND OWNERS OR ASSOCIATIONS OR ENTITIES REPRESENTING SUCH LAND OWNERS ON MATTERS OF MAINTENANCE, TRASH PICK-UP, REPAIR, ADMINISTRATION, SECURITY, TRAFFIC, OPERATION OF RECREATIONAL FACILITIES, STREET CLEANING OR OTHER MATTERS OF MUTUAL INTEREST.

SECTION 2. MEMBERSHIP IN ASSOCIATION

EACH OWNER, INCLUDING DECLARANT, DURING THE PERIOD OF TIME IN WHICH OWNER OWNS A LOT OR LOTS, SHALL BE A MEMBER IN THE ASSOCIATION SO LONG AS HE SHALL BE AN OWNER, AND SUCH MEMBERSHIP SHALL AUTOMATICALLY TERMINATE WHEN SUCH OWNERSHIP CEASES. UPON THE TRANSFER OF OWNERSHIP OF A LOT, HOW SO EVER ACHIEVED, INCLUDING, WITHOUT LIMITATION, BY FORECLOSURE OF A LIEN UPON A LOT, THE NEW OWNER THEREOF SHALL, CONCURRENTLY WITH SUCH TRANSFER, BECOME A MEMBER IN THE ASSOCIATION. IF THERE ARE ONE (1) OR MORE OWNERS OF A LOT, THEN SUCH OWNERS SHALL DESIGNATE ONE (1) OF THEIR NUMBER AS THE VOTING MEMBER IN THE ASSOCIATION, WHICH DESIGNATION SHALL BE MADE IN WRITING TO THE BOARD. AFTER AN OWNER IS SO DESIGNATED, THE BOARD SHALL HAVE THE RIGHT TO RELY ON SUCH DESIGNATION UNTIL A WRITTEN NOTICE REVOKING SUCH APPOINTMENT IS RECEIVED BY THE BOARD. ANY SUCH OWNERS MAY DESIGNATE THE MEMBER FROM AMONG THEMSELVES IN

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ANY MANNER THEY DEEM FIT AND IN THE EVENT THAT SUCH OWNERS ARE UNABLE TO AGREE UPON ONE (1) OF THEIR NUMBER TO BE DESIGNATED AS THE VOTING MEMBER TO THE ASSOCIATION, THEN THE FIRST NAME ON THE RECORDED DEED FOR THE LOT IN QUESTION WILL BE THE DESIGNATED VOTING MEMBER OF THE ASSOCIATION FOR THE MULTI-OWNER LOT:

SECTION 3. INITIAL BOARD OF DIRECTORS -
ELECTION OF FIRST BOARD

THE INITIAL BOARD OF DIRECTORS OF THE ASSOCIATION SHALL BE DESIGNATED REPRESENTATIVES OF THE JOSHUA GROUP INC. SUCH BOARD SHALL SERVE UNTIL THE FIRST BOARD OF DIRECTORS IS ELECTED BY THE MEMBERS. THE ELECTION OF THE FIRST BOARD SHALL BE HELD IN ACCORDANCE WITH THE BYLAWS UPON THE EARLIER TO OCCUR OF (I) THE DATE SELECTED BY DECLARANT, (II) DECEMBER 31, 1997, OR (III) WITHIN SIXTY (60) DAYS AFTER DECLARANT HAD CONVEYED, BY DEEDS DULY EXECUTED AND RECORDED, ALL OF THE LOTS (THE EARLIER OF SUCH DATES IS SOMETIME HEREIN REFERRED TO AS THE ELECTION DATE). THEREAFTER, ELECTIONS SHALL BE HELD AS SET FORTH IN THE BYLAWS.

SECTION 4. MEETINGS OF THE BOARD OF DIRECTORS

THE BOARD OF DIRECTORS SHALL MEET AS SET FORTH IN THE BYLAWS.

SECTION 5. VOTING OF MEMBERS

EACH MEMBER, INCLUDING DECLARANT, SHALL HAVE A VOTE OR VOTES IN THE ASSOCIATION ACCORDING TO THE FRACTIONAL INTEREST OF EACH MEMBER. IN THE EVENT THE VOTING RIGHT OF ANY MEMBER HAS BEEN RESTRICTED OR SUSPENDED THEN SUCH MEMBER SHALL NOT BE ENTITLED TO VOTE AT ANY MEETING SO DESIGNATED BY THE BOARD, AND SUCH MEMBER SHALL NOT BE INCLUDED IN COMPUTING THE TOTAL NUMBER OF VOTES AT SUCH MEETING FOR THE PURPOSE OF DETERMINING WHETHER A PARTICULAR PERCENTAGE OF VOTES HAVE BEEN CAST AT SUCH MEETING.

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SECTION 6. DISPUTES

IN ADDITION TO ITS OTHER POWERS CONFERRED BY LAW OR HEREUNDER, THE BOARD SHALL BE EMPOWERED TO CREATE PROCEDURES FOR RESOLVING DISPUTES BETWEEN OWNERS AND THE BOARD OR THE ASSOCIATION, INCLUDING APPOINTMENT OF COMMITTEES TO CONSIDER AND RECOMMEND RESOLUTIONS OF OR RESOLVE ANY SUCH DISPUTES. HOWEVER, NOT WITHSTANDING ANY OTHER PROVISIONS IN THESE RESTRICTIONS, ALL LEGAL DISPUTE WILL BE SUBMITTED FOR ALTERNATE DISPUTE RESOLUTION, INCLUDING BUT NOT LIMITED TO MEDIATION OR ARBITRATION, AS A PREREQUISITE TO ANY LEGAL PROCEEDINGS BEING FILED WITH ANY COURT.

SECTION 7. PROFESSIONAL MANAGEMENT

THE BOARD MAY RETAIN, HIRE, EMPLOY OR CONTRACT WITH SUCH PROFESSIONAL MANAGEMENT AS THE BOARD DEEMS APPROPRIATE TO PERFORM THE DAY-TO-DAY FUNCTIONS OF THE ASSOCIATION AND TO PROVIDE FOR THE MAINTENANCE, REPAIR, LANDSCAPING, INSURING, ADMINISTRATION AND OPERATION OF THE PROJECT AS PROVIDED FOR HEREIN AND AS FOR IN THE BYLAWS. ANY CONTRACT FOR MANAGEMENT HEREUNDER SHALL NOT EXCEED THREE (3) YEARS IN TERM AND MUST BE SUBJECT TO TERMINATION. WITHOUT CAUSE AND WITHOUT PAYMENT OF A TERMINATION FEE, ON THIRTY (30) DAYS WRITTEN NOTICE.

SECTION 8. BOARD ACTIONS IN GOOD FAITH

ANY ACTION OR INACTION BY THE BOARD MADE OR TAKEN IN GOOD FAITH SHALL NOT SUBJECT THE BOARD TO ANY LIABILITY TO THE ASSOCIATION, ITS MEMBERS, OR ANY OTHER PARTY.

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ARTICLE FOUR

COMMON EXPENSE CHARGE AND COMMON FUND

SECTION 1. PAYMENT OF EXPENSES

EACH OWNER OF AN IMPROVED LOT, EXCEPT THE DECLARANT, SHALL CONTRIBUTE TO THE COMMON FUND A PORTION OF THE ANNUAL COMMON EXPENSE CHARGE FOR THE EXPENSES (INCLUDING AD VALOREM TAXES) TO BE INCURRED IN CONNECTION WITH ADMINISTERING THE PROJECT AFFAIRS, WHICH PORTION SHALL BE IN PROPORTION TO SUCH OWNERS FRACTIONAL INTEREST. EACH OWNER OF AN UNIMPROVED LOT SHALL CONTRIBUTE TO THE COMMON FUND A PORTION OF THE ANNUAL COMMON EXPENSE CHARGE EQUAL TO A SUM ASSESSED BY THE BOARD WHICH SHALL APPROXIMATE THE ACTUAL PORTION OF THE COMMON EXPENSE INCURRED IN CONNECTION WITH AN UNIMPROVED LOT. THE COMMON EXPENSE CHARGE SHALL BE ASSESSED IN ACCORDANCE WITH THE PROVISIONS HEREINAFTER SET FORTH. NO OWNER IS OR SHALL BE EXEMPT FROM SUCH OBLIGATION TO SO CONTRIBUTE BY WAIVER OF USE OF THE COMMON AREAS OR ANY PORTION THEREOF, OR BECAUSE OF ANY RESTRICTION OF SUCH USES IN ACCORDANCE HEREWITH OR WITH THE RULES AND REGULATIONS.

SECTION 2 PAYMENT OF COMMON EXPENSES PRIOR TO THE ELECTION DATE

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE DECLARANT SHALL PAY TO THE ASSOCIATION, UNTIL THE ELECTION DATE, IN LIEU OF ANY COMMON EXPENSE CHARGE OR SPECIAL ASSESSMENT WITH RESPECT TO ALL LOTS WITH THE DECLARANT CONTINUES TO OWN, THE AMOUNT, IF ANY, BY WHICH THE ACTUAL OPERATING EXPENSES (AS HEREINAFTER DEFINED) INCURRED FOR ANY FISCAL YEAR OR PART THEREOF OF THE ASSOCIATION EXCEED THE AGGREGATE OF THE COMMON EXPENSE CHARGES PAYABLE DURING SUCH PERIOD BY OTHER OWNERS, LESS ANY PORTION THEREOF THAT IS DEPOSITED IN THE REPLACEMENT RESERVE FUND DURING SUCH PERIOD. FOR PURPOSES OF THIS ARTICLE FOUR, SECTION 2, THE TERM ACTUAL OPERATING EXPENSES SHALL MEAN THOSE EXPENSES REASONABLY NECESSARY FOR THE NORMAL MAINTENANCE AND OPERATION OF THE PROJECT AND THE PROJECT AFFAIRS, BUT SHALL NOT INCLUDE CAPITAL EXPENDITURES OR ANY AMOUNTS PAID INTO THE REPLACEMENT RESERVE FUND.

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SECTION 3. BUDGETS: ESTABLISHMENT OF COMMON EXPENSE CHARGE AND REPLACEMENT RESERVE FUND

UPON THE RECORDATION OF THIS DECLARATION, THE INITIAL BOARD SHALL MEET AND ESTABLISH A BUDGET FOR THE PROJECT AFFAIRS FOR THAT PORTION OF THE CALENDAR YEAR THEN REMAINING, WHICH BUDGET SHALL SET FORTH THE BOARD'S REASONABLE ESTIMATE OF ALL EXPENSES WHICH THE ASSOCIATION WILL INCUR IN SUCH OPERATION AND MAINTENANCE FOR THE REMAINDER OF SUCH YEAR. SUCH BUDGET, AND ALL SUCCESSIVE BUDGETS, SHALL INCLUDE A REASONABLE ALLOWANCE FOR CONTINGENCIES AND ANY OPERATING DEFICITS FOR PRIOR YEARS AND SHALL ESTABLISH A REASONABLE RESERVE FUND, HEREIN CALLED THE REPLACEMENT RESERVE FUND, FOR MAINTENANCE, REPAIRS AND REPLACEMENTS TO THE COMMON AREAS AND THE LOTS. SUCH INITIAL BUDGET, AND THOSE ADOPTED THEREAFTER, MAY ALSO PROVIDE FOR AD VALOREM TAX EXPENSES OF THE COMMON AREAS AND, IF THE TAXING AUTHORITIES HAVING JURISDICTION THERE OVER HAVE NOT THEN SEPARATELY ASSESSED AND VALUED INDIVIDUAL LOTS, SUCH BUDGETS MAY ALSO PROVIDE FOR AD VALOREM TAX EXPENSES FOR INDIVIDUAL LOTS. THEREAFTER, ANNUALLY, IN THE LAST CALENDAR QUARTER OF EACH YEAR, THE BOARD SHALL MEET AND ESTABLISH SUCH A BUDGET FOR THE NEXT SUCCEEDING CALENDAR YEAR. COPIES OF EACH SUCH BUDGET SHALL BE AVAILABLE AT THE PROJECT FOR INSPECTIONS BY THE OWNERS. AFTER EACH SUCH BUDGET IS ADOPTED BY THE BOARD, THE BOARD SHALL DETERMINE (I) THE COMMON EXPENSE CHARGE FOR THE CALENDAR YEAR IN QUESTION FOR EACH IMPROVED LOT OR UNIMPROVED LOT, AND (II) THE PORTION THEREOF APPLICABLE TO EACH OWNER, AND (AA) EACH OWNER OF AN IMPROVED LOT SHALL BE OBLIGATED TO PAY MONTHLY, IN ADVANCE, ONE-TWELFTH (1/12TH) OF THE PORTION OF THE COMMON EXPENSE CHARGE SO ALLOCATED TO SUCH OWNER. THE COMMON EXPENSE CHARGE SHALL BE ALLOCATED AMONG THOSE OWNERS OBLIGATED BY THIS DECLARATION TO PAY SAME ACCORDING AND IN PROPORTION TO THE RESPECTIVE FRACTIONAL INTERESTS OF SUCH OWNERS AS DETERMINED AT THE FIRST (1ST) OF EACH MONTH AND MAY BE ADJUSTED IN THE EVENT CONSTRUCTION SHALL BE COMMENCED ON AN UNIMPROVED LOT. ANY BUDGET ADOPTED BY THE BOARD SHALL BE EFFECTIVE FOR THE APPLICABLE YEAR, UNLESS AT A DULY CALLED MEETING SUCH BUDGET IS DISAPPROVED BY AT LEAST TWO-THIRDS (2/3RD) OF THE VOTES IN THE ASSOCIATION ENTITLED TO VOTE THEREON. IN THE EVENT ANY SUCH BUDGET IS SO DISAPPROVED, THE BUDGET FOR THE IMMEDIATELY PRECEDING CALENDAR YEAR SHALL APPLY TO THE YEAR IN WHICH THE DISAPPROVED BUDGET WOULD HAVE OTHERWISE BEEN APPLICABLE.

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SECTION 4. SPECIAL ASSESSMENTS

IF THE BOARD, AT ANY TIME OR FROM TIME TO TIME, DETERMINES THAT THE COMMON EXPENSE CHARGE ASSESSED FOR ANY PERIOD IS INSUFFICIENT TO PROVIDE FOR THE ADMINISTRATION OF THE PROJECT AFFAIRS, THEN THE BOARD SHALL HAVE THE AUTHORITY TO LEVY SUCH SPECIAL ASSESSMENTS AS IT SHALL DEEM NECESSARY TO PROVIDE FOR SUCH CONTINUED MAINTENANCE AND OPERATION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH SPECIAL ASSESSMENT MAY BE ASSESSED BECAUSE OF CASUALTY OR OTHER LOSS TO ANY PART OF THE COMMON AREAS AND THE LOTS. NO SPECIAL ASSESSMENT SHALL BE EFFECTIVE UNTIL THE SAME IS APPROVED BY MEMBERS HOLDING AT LEAST A MAJORITY OF THE VOTES IN THE ASSOCIATION IN WRITING OR BY A MAJORITY AT ANY REGULAR OR SPECIAL MEETING OF THE MEMBERS. ANY SUCH SPECIAL ASSESSMENT SHALL BE PAYABLE (AND THE PAYMENT THEREOF MAY BE ENFORCED) IN THE MANNER HEREIN SPECIFIED FOR THE PAYMENT OF THE COMMON EXPENSE CHARGE.

SECTION 5. PAYMENT OF COMMON EXPENSE CHARGE: ENFORCEMENT

ONE-TWELFTH (1/12TH) OF THE PORTION OF THE COMMON EXPENSE CHARGE ASSESSED AGAINST EACH OWNER OF AN IMPROVED LOT SHALL BE DUE AND PAYABLE, IN ADVANCE, OF THE FIRST (1ST) DAY OF EACH CALENDAR MONTH DURING THE YEAR FOR WHICH THE COMMON EXPENSE CHARGE IN QUESTION HAS BEEN ASSESSED. ANY SUCH AMOUNT NOT PAID AND RECEIVED WITHIN TEN (10) DAYS OF THE DUE DATE FOR ANY SUCH PAYMENT SHALL BE DEEMED DELINQUENT. A \$25.00 PROCESSING FEE FOR LATE PAYMENT SHALL BE CHARGED AND SHALL BE IMMEDIATELY DUE AND PAYABLE. AND, WITHOUT NOTICE, THE DELINQUENT AMOUNT SHALL BEAR INTERESTS AT THE RATE OF TEN PERCENT (10%) PER ANNUM FROM THE DATE ORIGINALLY DUE UNTIL PAID. IF ANY SUCH AMOUNT SHALL REMAIN UNPAID FOR FIFTEEN (15) DAYS, THEN AT THE BOARDS ELECTION, THE COMMON EXPENSE CHARGE DUE FROM THE DELINQUENT OWNER FOR THE NEXT TWELVE (12) MONTHS SHALL BE ACCELERATED, SHALL BECOME AT ONCE DUE AND PAYABLE, AND SHALL BEAR INTEREST AT THE RATE OF TEN (10%) PER ANNUM. FOR PURPOSES OF THE PROCEEDING SENTENCE, IF THE ACTUAL COMMON EXPENSE CHARGE FOR THE TWELVE (12) MONTHS IS NOT THEN KNOWN, IT SHALL BE DEEMED THAT THE COMMON EXPENSE CHARGE FOR THE NEXT TWELVE (12) MONTHS SHALL BE THE

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SAME PER MONTH AS THE THEN APPLICABLE MONTHLY CHARGE FOR AN IMPROVED LOT AND FOR THE PRIOR TWELVE (12) MONTHS FOR AN UNIMPROVED LOT. IF, AFTER THE COMMON EXPENSE CHARGE FOR THE NEXT TWELVE (12) MONTHS HAS BEEN ACCELERATED BY THE BOARD, SATISFACTORY PAYMENTS OF THE COMMON EXPENSE CHARGE AND ACCRUED INTEREST ARE PAID, THEN THE BOARD MAY ALLOW SUCH CHARGE TO AGAIN TO BE PAID ON A MONTHLY BASIS OR AS OTHERWISE PROVIDED HEREIN. **IN ORDER TO SECURE PAYMENT OF THE COMMON EXPENSE CHARGE, THE VENDORS LIEN AND SUPERIOR TITLE TO EACH LOT SHALL BE AND IS HEREBY RESERVED TO THE ASSOCIATION,** WHICH LIEN MAY BE FORECLOSED EITHER THROUGH APPROPRIATE JUDICIAL PROCEEDINGS BY THE ASSOCIATION OR BY A PUBLIC SALE WITHOUT JUDICIAL PROCEEDINGS. EACH OWNER, BY ACCEPTING CONVEYANCE OF A LOT, (I) IRREVOCABLY GRANTS TO THE ASSOCIATION A POWER OF SALE AS PROVIDED IN SECTION 51.002 OF THE TEXAS PROPERTY CODE SO THAT THE LIEN SECURING PAYMENT OF THE UNPAID SUMS REQUIRED TO BE PAID BY THIS DECLARATION MAY BE FORECLOSED AT PUBLIC SALE WITHOUT JUDICIAL PROCEEDINGS IN THE MANNER PRESCRIBED BY LAW IN THE STATE OF TEXAS AND (II) AGREES THAT EACH SUCH OWNER SHALL BE PERSONALLY LIABLE FOR THE PAYMENT OF ALL SUCH UNPAID SUMS. THE VENDOR'S LIEN AND SUPERIOR TITLE HEREIN RESERVED SHALL BE SUBORDINATE IN ALL RESPECTS TO ANY MORTGAGE, AND ANY MORTGAGEE ACQUIRING TITLE TO A LOT, WHETHER PURSUANT TO THE REMEDIES PROVIDED FOR IN ITS MORTGAGE OR PROCEDURES IN LIEU THEREOF, SHALL NOT BE LIABLE FOR THE UNPAID PORTION OF THE COMMON EXPENSE CHARGE ATTRIBUTED TO THE LOT AND IMPROVEMENTS IN QUESTION THAT AROSE PRIOR TO SUCH ACQUISITION. IN ADDITION TO FORECLOSING THE LIEN HEREBY RETAINED, IN THE EVENT OF NONPAYMENT BY ANY OWNER, IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES AVAILABLE AT LAW, IN EQUITY, OR OTHERWISE, THE ASSOCIATION MAY PURSUE ANY OR ALL THE REMEDIES GRANTED THE ASSOCIATION IN THESE RESTRICTIONS.

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SECTION 6. COMMON FUND

THE COMMON EXPENSE CHARGES COLLECTED BY THE BOARD SHALL BE PAID INTO THE COMMON FUND TO BE HELD FOR THE USE AND BENEFIT, DIRECTLY OR INDIRECTLY, OF THE PROJECT. SUCH COMMON FUND MAY BE EXPENDED BY THE BOARD FOR THE PURPOSES SET FORTH HEREIN ABOVE AND GENERALLY TO PROMOTE THE HEALTH, BENEFIT AND WELFARE OF THE PROJECT AND THE OWNERS.

SECTION 7. NO ENCUMBRANCE

THE ASSOCIATION SHALL HAVE THE RIGHT TO BORROW MONEY FOR THE PURPOSE OF MAINTAINING OR IMPROVING THE COMMON AREAS, HOWEVER, THE ASSOCIATION SHALL NOT HAVE THE POWER TO GRANT A LIEN OR ENCUMBRANCE AGAINST THE COMMON AREAS TO SECURE THE OBLIGATION TO REPAY ANY SUCH MONEY.

ARTICLE FIVE

INSURANCE

SECTION 1. GENERAL PROVISIONS

THE BOARD SHALL OBTAIN INSURANCE (THE PREMIUMS FOR WHICH SHALL BE PAID FROM THE COMMON FUND) FOR THE PROJECT AS FOLLOWS (SUCH INSURANCE SHALL BE IN AMOUNTS DESIGNATED BY THE BOARD UNLESS ANY SUCH AMOUNT IS SPECIFIED IN THIS DECLARATION):

(A) COMPREHENSIVE GENERAL LIABILITY INSURANCE AGAINST CLAIMS FOR PERSONAL INJURY OR DEATH (MINIMUM COVERAGE OF \$300,000.00) AND PROPERTY DAMAGE (MINIMUM COVERAGE OF \$100,000.00) OFFERED BY THE PUBLIC OR ANY OWNER, THE FAMILY, AGENT, EMPLOYEE OR INVITEE OF ANY OWNER, OCCURRING IN, ON OR ABOUT THE PROJECT AND AT LEAST \$1,000,000.00 IN UMBRELLA COVERAGE. ANY POLICY OBTAINED PURSUANT TO THIS SUBSECTION SHALL CONTAIN A CROSS-LIABILITY ENDORSEMENT PRECLUDING THE INSURER FROM DENYING A CLAIM OF AN OWNER OR THE ASSOCIATION BECAUSE OF NEGLIGENT ACTS OF OTHER OWNERS OR THE ASSOCIATION.

(B) DIRECTORS AND OFFICERS LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN \$1,000,000.00 FOR THE DIRECTORS AND OFFICERS OF THE ASSOCIATION AGAINST ANY LIABILITY ASSERTED AGAINST ANY SUCH PARTY OR INCURRED BY SUCH PARTY IN SUCH CAPACITY OR ARISING OUT OF SUCH PARTY'S STATUS AS A DIRECTOR OR OFFICER.

(C) SUCH OTHER INSURANCE IN SUCH REASONABLE AMOUNTS AS THE BOARD SHALL DEEM REASONABLE AND NECESSARY.

SECTION 2. POLICIES

ALL INSURANCE PROVIDED FOR IN THIS ARTICLE SHALL BE EFFECTED WITH RESPONSIBLE INSURER'S AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS. ALL SUCH POLICIES OF INSURANCE SHALL NAME AS INSURED THE ASSOCIATION, AS TRUSTEE FOR EACH OWNER IN ACCORDANCE WITH AND IN PROPORTION TO SUCH OWNERS FRACTIONAL INTEREST, AND ALL MORTGAGEES, ALL AS THEIR RESPECTIVE INTEREST MAY APPEAR. ALL SUCH POLICIES SHALL BE WITH OUT CONTRIBUTION WITH REGARD TO ANY OTHER POLICIES OF INSURANCE CARRIED INDIVIDUALLY BY AN OWNER AND SHALL PROVIDE THAT SUCH POLICY SHALL NOT BE TERMINATED FOR ANY CAUSE WITHOUT AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE TO THE ASSOCIATION AND MORTGAGEES.

SECTION 3. INDIVIDUAL INSURANCE

EACH OWNER SHALL BE RESPONSIBLE, AT HIS OWN EXPENSE, FOR SECURING AND MAINTAINING IN FULL FORCE AND EFFECT ALL INSURANCE ON HIS HOUSE, IMPROVEMENTS, ALTERATIONS, ADDITIONS AND FIXTURES. EACH OWNER, AT HIS OWN COST AND EXPENSE, SHALL CARRY FIRE AND INDIVIDUAL POLICY OF LIABILITY INSURANCE INSURING AGAINST THE LIABILITY OF SUCH OWNER WITH RESPECT TO HIS LIABILITY ARISING OUT OF THE OWNERSHIP, MAINTENANCE OR REPAIR OF THAT PORTION OF THE PROJECT WHICH IS RESERVED FOR HIS EXCLUSIVE USE OR OCCUPANCY.

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ARTICLE SIX

FIRE AND CASUALTY: REBUILDING

SECTION 1. INDEMNITY OF ASSOCIATION

SUBJECT TO THE PROVISIONS OF SECTION 3 OF ARTICLE FIVE HEREOF, EACH OWNER SHALL BE RESPONSIBLE FOR ANY COST NOT OTHERWISE COVERED BY INSURANCE CARRIED BY THE ASSOCIATION AND CAUSED BY SUCH OWNER'S NEGLIGENCE OR MISUSE OR BY THE NEGLIGENCE OR MISUSE (I) OF HIS

FAMILY, VISITORS, GUESTS, INVITEES, AGENTS OR EMPLOYEES OR (II) OF ANY OTHER RESIDENT OR OCCUPIER OF HIS HOUSE, AND SHALL TO THE EXTENT NOT COVERED BY INSURANCE PROCEEDS COLLECTED BY THE ASSOCIATION, INDEMNIFY THE ASSOCIATION AND ALL OTHER OWNER AGAINST ANY SUCH COSTS.

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ARTICLE SEVEN

LEASING OF HOUSES

SECTION 1. IT IS PROHIBITED FOR ANY OWNER OF A RESIDENTIAL UNIT IN THE CROSSING AT FAIR OAKS TO USE SAME AS A RENTAL ON A TEMPORARY BASIS. THE TERM "TEMPORARY BASIS" AS USED HERE IS DEFINED AS A RENTAL TERM OF FOUR (4) MONTHS OR LESS.

SECTION 2. THE BOARD MAY, FROM TIME TO TIME, PROMULGATE ADDITIONAL RULES COVERING AND GOVERNING THE LEASING AND RENTING OF HOUSES. NO SUCH RULE SHALL DISCRIMINATE AGAINST ANY PROSPECTIVE LESSEE OR TENANT ON THE BASIS OF SEX, RELIGION, RACE, COLOR OR CREED OR ON ANY OTHER BASIS THAT IS IMPERMISSIBLE UNDER ANY APPLICABLE LAW.

ARTICLE EIGHT

DECLARANT USE OF LOTS

SECTION 1. DECLARANT LOTS

DECLARANT HEREBY RESERVES UNTO ITSELF AND ITS SUCCESSORS AND ASSIGNS THE EXCLUSIVE RIGHT TO USE AS A SALES OFFICE AND AS MODEL HOUSES THE RECREATIONAL FACILITIES CONSTITUTING A PORTION OF THE COMMON AREAS AND ANY OF THE HOUSES OWNED, FROM TIME TO TIME, BY DECLARANT (ALL SUCH HOUSES HEREIN BEING COLLECTIVELY CALLED THE DECLARANT HOUSES). IT IS CONTEMPLATED THAT SAME WILL BE USED BY DECLARANT AND ITS SUCCESSORS AND ASSIGNS AS A SALES OFFICE AND MODEL HOUSES IN CONJUNCTION WITH THE DEVELOPMENT OF THE LAND. FURTHER, DECLARANT RESERVES THE RIGHT TO USE THE UNIMPROVED LOTS IN A MANNER NOT INCONSISTENT WITH LAW APPLICABLE TO THE USE OF SIMILAR PROPERTY. THE USES OF ALL OR ANY OF THE DECLARANT HOUSES AND UNIMPROVED LOTS IDENTIFIED IN THIS SECTION SHALL BE PERMITTED NOTWITHSTANDING ANY OTHER PROVISION OF THIS DECLARATION.

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SECTION 2. SIGNS

DECLARANT HEREBY RESERVES UNTO ITSELF AND ITS SUCCESSOR AND ASSIGN THE RIGHT TO MAINTAIN ON THE LAND ONE (1) OR MORE SIGNS IN CONNECTION WITH THE DEVELOPMENT OF AND SALE OF PARTS OR ALL OF THE LAND AND HOUSES.

ARTICLE NINE

AMENDMENT TO DECLARATION
AND DURATION OF RESTRICTIONS

SECTION 1. AMENDMENT

EXCEPT AS OTHERWISE PROVIDED BY LAW, AFTER THE ELECTION DATE, THE PROVISIONS HEREOF MAY BE AMENDED BY AN INSTRUMENT IN WRITING SIGNED BY MEMBERS HAVING NOT LESS THAN TWO-THIRDS (2/3RD) OF THE VOTES IN THE ASSOCIATION ENTITLED TO VOTE THEREUPON. ~~THE~~ NO SUCH AMENDMENT SHALL BE EFFECTIVE UNLESS A WRITTEN NOTICE IS DULY RECORDED IN THE OFFICE OF THE COUNTY CLERK OF BEXAR COUNTY, TEXAS. DECLARANT RESERVES THE RIGHT TO AMEND THE PROVISIONS HEREOF AT ANY TIME AND FROM TIME TO TIME PRIOR TO THE ELECTION DATE. THE BYLAWS OF THE ASSOCIATION MAY BE AMENDED AS THEREIN SET FORTH.

SECTION 2. DURATION

THESE RESTRICTIONS SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL JANUARY 1, 2030, AND SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE TEN (10) YEAR PERIODS THEREAFTER: PROVIDED, HOWEVER, THESE RESTRICTIONS MAY BE TERMINATED ON JANUARY 1, 2030, OR ON THE COMMENCEMENT OF ANY SUCCESSIVE TEN (10) YEAR PERIOD BY THE FILING FOR RECORD IN THE OFFICE OF COUNTY CLERK OF BEXAR COUNTY, TEXAS, WITHIN A PERIOD OF TWELVE (12) MONTHS PRIOR TO SUCH EFFECTIVE DATE OF TERMINATION, OF A WRITTEN STATEMENT OF THE ELECTION TO TERMINATE THESE RESTRICTIONS EXECUTED AND ACKNOWLEDGED BY MEMBERS HAVING NOT LESS THAN TWO-THIRDS (2/3RD) OF THE VOTES IN THE ASSOCIATION

ENTITLED TO VOTE THEREUPON. THESE RESTRICTIONS MAY BE TERMINATED AT ANY TIME BE THE FILING FOR RECORD IN THE OFFICE OF COUNTY CLERK OF BEXAR COUNTY, TEXAS, OF A WRITTEN STATEMENT OF TERMINATION EXECUTED AND ACKNOWLEDGED BY MEMBERS HAVING NOT LESS THAN NINETY PERCENT (90%) OF THE VOTES IN THE ASSOCIATION ENTITLED TO VOTE THEREUPON.

ARTICLE TEN

MISCELLANEOUS

SECTION 1. SEVERABILITY

IN THE EVENT OF THE INVALIDITY OR PARTIAL INVALIDITY OR ENFORCEABILITY OF A PROVISION OR A PORTION OF THIS DECLARATION, THE REMAINDER DECLARATION SHALL REMAIN IN FULL FORCE AND EFFECT.

SECTION 2. RULES AND REGULATIONS

THE BOARD MAY FROM TIME TO TIME PROMULGATE RULES AND REGULATION REGARDING MAINTENANCE, OPERATION AND ENJOYMENT OF THE PROJECT. THE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME BY THE BOARD. THE RULES AND REGULATIONS ARE OF EQUAL DIGNITY WITH, AND SHALL BE ENFORCEABLE IN THE SAME MANNER AS, THE PROVISIONS OF THIS DECLARATION, BUT IN THE EVENT OF A CONFLICT, THIS DECLARATION SHALL CONTROL. EACH OWNER, BY ACCEPTING CONVEYANCE OF A HOUSE, AGREES TO COMPLY WITH AND ABIDE BY THE RULES AND REGULATIONS, AS THE SAME MAYBE AMENDED FROM TIME TO TIME.

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SECTION 3. MORTGAGEE MATTERS

ANY MORTGAGEE, UPON REASONABLE NOTICE, SHALL BE ENTITLED TO EXAMINE THE BOOKS AND RECORDS OF THE ASSOCIATION. THE BOARD SHALL DELIVER TO ANY MORTGAGEE, UPON REQUEST, A CERTIFICATE IN WRITING STATING WHETHER THE COMMON EXPENSE CHARGE OR SPECIAL ASSESSMENT

RELATING TO THE LOT COVERED BY SUCH MORTGAGEES MORTGAGE HAS BEEN PAID. A REASONABLE CHARGE MAY BE MADE BY THE BOARD FOR THE ISSUANCE OF ANY SUCH CERTIFICATE. SUCH CERTIFICATE SHALL BE CONCLUSIVE EVIDENCE OF PAYMENT OF ANY COMMON EXPENSE CHARGE OR SPECIAL ASSESSMENT THEREIN STATED TO HAVE BEEN PAID. ANY MORTGAGEE, UPON REASONABLE NOTICE, SHALL BE ENTITLED TO WRITTEN NOTIFICATION OF ANY DEFAULT BY AN OWNER HEREUNDER OF ANY OBLIGATION NOT CURED WITHIN SIXTY(60) DAYS.

SECTION 4. DELAY IN ENFORCEMENT

NO DELAY IN ENFORCING THE PROVISIONS OF THIS DECLARATION AS TO ANY BREACH OF VIOLATION THEREOF SHALL IMPAIR, DAMAGE OR WAIVE THE RIGHT OF ANY PARTY ENTITLED TO ENFORCE THE SAME TO OBTAIN RELIEF OR RECOVER FOR THE CONTINUATION OR REPETITION OF SUCH BREACH OR VIOLATION OR ANY SIMILAR BREACH OR VIOLATION THEREOF AT ANY LATER TIME OR TIMES.

SECTION 5. LIMITATION OF LIABILITY

DECLARANT, AS WELL AS ITS AGENTS, EMPLOYEES, OFFICERS AND DIRECTORS, SHALL NOT BE LIABLE TO ANY OWNER OR LESSEE OF ANY LOT OR HOME OR ANY PORTION THEREOF OR TO ANY OTHER PARTY FOR ANY LOSS, CLAIM OR DEMAND IN CONNECTION WITH A BREACH OF ANY PROVISION OF THIS DECLARATION BY ANY PARTY OTHER THAN DECLARANT OR IN CONNECTION WITH THE ENFORCEMENT OR FAILURE TO ENFORCE ANY PROVISION OF THIS DECLARATION.

SECTION 6. REMEDIES

IN THE EVENT ANY ONE (1) OR MORE PERSONS, FIRMS, CORPORATIONS OR OTHER ENTITIES SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE PROVISIONS OF THIS DECLARATION, DECLARANT, THE ASSOCIATION, AND EACH PURCHASER, GRANTEE, OWNER OR LESSEE OF THE LAND, OR ANY PORTION THEREOF, MAY NOT INSTITUTE AND PROSECUTE ANY PROCEEDING AT LAW OR

IN EQUITY (I) TO ABATE, PREVENT OR ENJOIN ANY SUCH VIOLATION OR ATTEMPTED VIOLATION OR (II) TO RECOVER MONETARY DAMAGES CAUSED BY SUCH VIOLATION OR ATTEMPTED VIOLATION UNTIL THE DISPUTE HAS FIRST BEEN SUBMITTED TO ALTERNATIVE DISPUTE RESOLUTION, INCLUDING BUT NOT LIMITED TO MEDIATION OR ARBITRATION, AND A RESOLUTION HAS NOT BEEN REACHED. ADDITIONALLY, BUT NOT BY WAY OF LIMITATION, UPON THE VIOLATION OF ANY OF THE PROVISIONS OF THIS DECLARATION BY ANY OWNER, THE ASSOCIATION, IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES AVAILABLE AT LAW, IN EQUITY, OR OTHERWISE TO THE ASSOCIATION, ACTING THROUGH THE BOARD, SHALL HAVE THE RIGHT TO PURSUE ANY OR ALL OF THE FOLLOWING REMEDIES:

(A) THE BOARD MAY RESTRICT THE RIGHT OF SUCH OWNER TO USE THE COMMON AREAS IN SUCH MANNER AS THE BOARD DEEMS FIT OR APPROPRIATE.

(B) THE BOARD MAY TERMINATE THE RIGHT OF SUCH OWNER TO USE ANY PART OF THE COMMON AREAS FOR THE PURPOSE OF FURNISHING UTILITIES TO SUCH OWNERS HOME.

(C) THE BOARD MAY UPON TEN (10) DAYS WRITTEN NOTICE PURCHASE FROM SUCH OWNER (AND FOR THIS PURPOSE, EACH OWNER HEREBY GRANTS TO THE ASSOCIATION AN OPTION TO SO PURCHASE) SUCH OWNERS LOT AT A PURCHASE PRICE EQUAL TO THE PRICE AT WHICH SUCH OWNER ORIGINALLY PURCHASED THE LOT, LESS THE SUM OF ALL AMOUNTS SUCH OWNER OWES THE ASSOCIATION, AND LESS THE BALANCE OF ANY DEBT SECURED BY ANY MORTGAGE ENCUMBERING SUCH OWNERS LOT (SAID OPTION BEING EXPRESSLY SUBJECT TO ANY MORTGAGE ON SUCH OWNERS LOT).

(D) THE BOARD MAY SUSPEND OR RESTRICT THE RIGHT OF SUCH OWNER TO VOTE IN ANY REGULAR OR SPECIAL MEETING OF THE MEMBERS.

(E) THE BOARD MAY ASSESS A PENALTY AGAINST SUCH OWNER UP TO A MAXIMUM AMOUNT EQUAL TO THE MAXIMUM PENALTY AMOUNT (AS HEREINAFTER DEFINED) FOR EACH DAY THAT THE OWNER IS IN VIOLATION OF ANY OF THE PROVISIONS OF THIS DECLARATION. THE PAYMENT BY THE OWNER OF ANY SUCH PENALTY MAY BE ENFORCED IN THE MANNER SPECIFIED IN SECTION 5 OF ARTICLE FOUR OF THIS DECLARATION RELATING TO THE PAYMENT OF THE COMMON EXPENSE CHARGE AND SHALL BE SECURED BY THE VENDORS LIEN AND SUPERIOR TITLE RESERVED TO THE ASSOCIATION IN SUCH SECTION FIVE OF ARTICLE FOUR. AS USED HEREIN, THE TERM MAXIMUM

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PENALTY AMOUNT SHALL MEAN TWENTY FIVE DOLLARS (\$25.00) ONE TIME ADMINISTRATION FEE.

(F) IN THE EVENT SUCH VIOLATION CONSISTS OF A FAILURE TO MAINTAIN THE ENCLOSED PORTION OF SUCH OWNERS LOT IN ACCORDANCE WITH THE PROVISIONS OF THIS DECLARATION, AND SUCH VIOLATION REMAINS UNCURED FOR THIRTY (30) DAYS AFTER SUCH OWNERS RECEIPT OF WRITTEN NOTICE THEREOF FROM THE ASSOCIATION, THEN THE ASSOCIATION MAY ENTER UPON SUCH ENCLOSED PORTION AND PROVIDE OR PERFORM SUCH MAINTENANCE, AND THE COSTS AND EXPENSES INCURRED THEREBY SHALL BE ASSESSED AGAINST SUCH OWNER AND SUCH LOT AND ENFORCED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 5 OF ARTICLE FOUR OF THIS DECLARATION RELATING TO THE PAYMENT OF THE COMMON EXPENSE CHARGE, SHALL BE SECURED BY THE VENDORS LIEN AND SUPERIOR TITLE RESERVED TO THE ASSOCIATION, AND SHALL BEAR INTEREST AT THE RATE OF TEN PERCENT (10%) PER ANNUM.

SECTION 7. ENFORCEABILITY

THE RESTRICTIONS ADOPTED AND ESTABLISHED FOR THE PROJECT BY THIS DECLARATION ARE IMPOSED UPON AND MADE APPLICABLE TO THE PROJECT AND SHALL RUN WITH THE PROJECT AND SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF AND BE ENFORCEABLE BY DECLARANT, THE ASSOCIATION, EACH PURCHASER, GRANTEE, OWNER AND LESSEE OF THE PROJECT OR ANY PORTION THEREOF, AND THE RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE DECLARANT, THE ASSOCIATION, AND EACH SUCH PURCHASER, GRANTEE, OWNER AND LESSEE.

SECTION 8. FAIR OAKS RANCH HOMEOWNER'S ASSOCIATION, INC.

THE PROJECT LIES WITHIN THE AREA COVERED BY FAIR OAKS RANCH HOMEOWNER'S ASSOCIATION, INC. RECORDED IN VOLUME 2006, PAGES 589 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS. ACCORDINGLY, THE PROJECT, AND EACH OWNER AND LOT, SHALL BE SUBJECT TO THE PROVISIONS OF THE FAIR OAKS RANCH HOMEOWNER'S ASSOCIATION, INC., TO THE EXTENT THAT ANY SUCH PROVISIONS ARE APPLICABLE TO AND ENFORCEABLE AGAINST THE PROJECT OR ANY SUCH OWNER

OR LOT. ANY ASSESSMENTS MADE PURSUANT TO THE FAIR OAKS RANCH HOMEOWNER'S ASSOCIATION, INC. WITH RESPECT TO THE PROJECT MAY BE INCLUDED BY THE BOARD IN ITS ESTABLISHMENT OF THE BUDGET PURSUANT TO SECTION 3 OF ARTICLE FOUR HEREOF, WITH THE EFFECT THAT SUCH ASSESSMENT PURSUANT TO THE FAIR OAKS RANCH HOMEOWNER'S ASSOCIATION, INC. SHALL BE BORNE BY EACH OWNER ACCORDING TO SUCH OWNERS FRACTIONAL INTEREST.

WITNESS THE EXECUTION HEREOF AS OF THE 27th DAY OF October, 1994.

THE JOSHUA GROUP, INC.

BY: 

PRINT NAME: LINDA POPE JONES

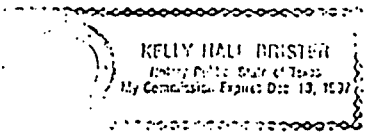
TITLE: CHIEF EXECUTIVE OFFICER

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THE STATE OF TEXAS §

THE COUNTY OF BEXAR §

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE
27th DAY OF October, 1994, BY
LINDA POPE JONES, CEO OF THE JOSHUA GROUP, INC
IN THE CAPACITY THEREIN STATED ON BEHALF OF SAID ASSOCIATION.



Kelly Hall Brister
NOTARY PUBLIC, STATE OF TEXAS

TYPED OR PRINTED NAME OF NOTARY:

MY COMMISSION EXPIRES:

Kelly Hall Brister

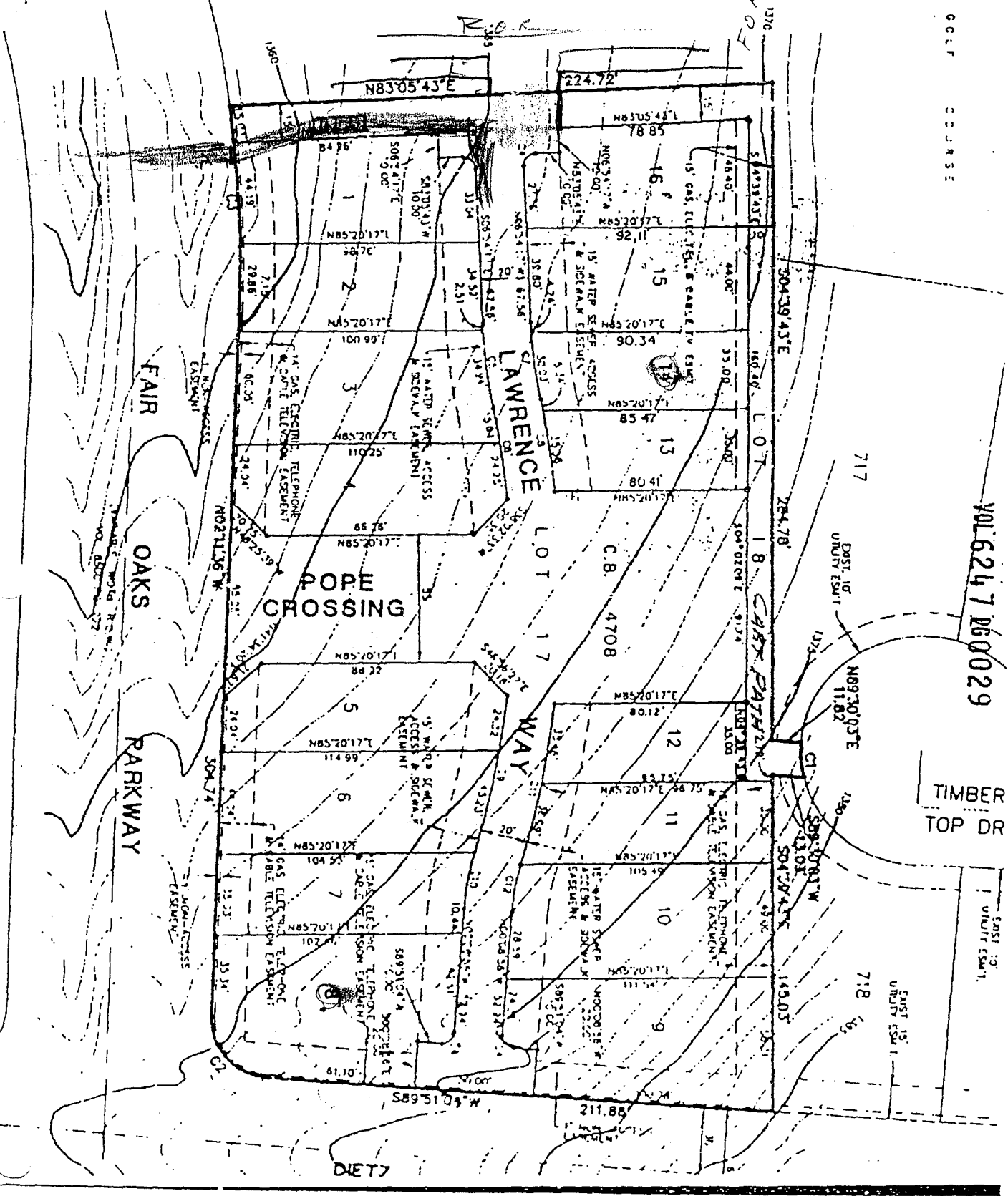
12/13/97

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EXHIBIT "A"

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176 APR 25
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BOOK 100
PAGE 100



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TIMBER TOP DR

EAST 10' UNIT ESMT.

EAST 15' UNIT ESMT.

DIETZ

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ALLEGEDLY CARBON OR PHOTO COPY, ENCLOSED PAPER, ETC.

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:



NOV 03 1924

Robert D. Green

COUNTY CLERK BEXAR CO.

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

On Nov 01 1924

At 4:44pm

Receipt #: 8658
Recording: 59.00
Doc/Inst: 6.00
Doc/Num: 94-0193126
Deputy -Janie Sanchez

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