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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS CROWNRIDGE OF TEXAS

THE STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS: COUNTY OF BEXAR §

THIS DECLARATION, made on the date hereinafter set forth by CROWNRIDGE, LTD., a Texas Limited Partnership; CROWNRIDGE JOINT VENTURE, a Texas Joint Venture; and 8BCC JOINT VENTURE, a Texas Joint Venture, the fee owners of the properties described herein;

WITNESSETH:

WHEREAS, the hereinafter defined Declarant (or entities in which Declarant is a principal, partner or venturer) is the owner of certain property situated in Bexar County, Texas, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, such property being sometimes herein collectively called "CROWNRIDGE OF TEXAS";

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

The purpose of this Declaration is to protect the Declarant and the owners of the properties against the improper development and use of the properties; to prevent the erection within the properties of improvements which are built or constructed of inferior or unsuitable materials; to ensure compatibility of design of improvements within the properties; to secure and maintain sufficient setbacks and space between

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proper landscaping and the maintenance thereof; and, in general, to encourage construction of attractive, high-quality, permanent improvements that will promote the general welfare of all owners and occupants.

ARTICLE I

DEFINITIONS

Section 1.1. "Association" shall mean and refer to CROWNRIDGE OF TEXAS OWNERS ASSOCIATION, INC., a Texas nonprofit corporation, its successors and assigns, whose address is 16205 San Pedro, San Antonio, Texas 78232.

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

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

Section 1.4. "Common Area" shall mean all real property owned, leased, or to be maintained by the Association for the common use and enjoyment of the Owners, including, but not limited to certain center median strips of boulevards, certain islands at intersections, and certain so-called "eyebrow bubbles," now or hereafter designated by Declarant, together with any monuments, entry signs, or other improvements thereon situated. Common Area shall expressly include those esplanades and islands within the Properties that Declarant and/or the Association are required or choose to maintain, whether or not they are dedicated to a governmental entity or are privately owned.

Section 1.5. "Lot" shall mean and refer to any tract or plot of land within the Properties (with the exception of the Common Area), whether platted or unplatted, as well as to any condominium unit situated within a condominium project formed in accordance with the Texas Condominium Act.

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CHARLES MARTIN WENDER, JESSE A. BAKER and BRUCE W. BAKER, or any third parties to whom such three individuals specifically assign any rights, in writing, as Declarant hereunder. AMENDED BY ASSIGNMENT

Section 1.7. "Improvement" or "Improvements" shall mean and refer to all structures or other improvements to a Lot of any kind whatsoever, whether above or below grade, including, but not limited to, buildings, utility installations, storage, loading and parking facilities, walkways, driveways, landscaping, signs, site lighting, site grading and earth movement and any exterior additions, changes or alterations thereto.

Section 1.8. "Committee" shall mean the Architectural Control Committee herein created.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 2.1. Members: Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2.2. Classes of Voting: The Association shall have the following classes or categories of voting membership:

Class A. The Owners of detached single family platted lots shall be entitled to one (1) vote per lot.

Class B. The Owners of unplatted but proposed detached single family lots (as per the then current approved Master Plan on file with the Architectural Control Committee) shall be entitled to two (2) votes per acre of land within such property.

Class C. The Owners of platted cluster/garden/specialty housing lots shall be entitled to one (1) vote per lot.

Class D. The Owners of proposed cluster/garden/specialty housing lots (as per the then current approved Master Plan on file with the Architectural Control Committee) shall be entitled to two (2) votes per acre of land within such property.

multifamily sites shall be entitled to ten (10) votes per acre of land area within the project site. (For condominium projects, voting shall be administered by the Condominium Association composed of Unit Owners.)

Class F. The Owners of proposed condominium projects or multifamily sites (as per the then current approved Master Plan on file with the Architectural Control Committee) shall be entitled to ten (10) votes per acre of land within the project site.

Class G. The Owner of existing or proposed office or retail sites (as per the then current approved Master Plan on file with the Architectural Control Committee) shall be entitled to ten (10) votes per acre of land area within the site.

Class H. The Declarant shall be entitled to three times the number of votes otherwise permitted Owners hereinabove, for the applicable category. Class G voting for each category shall terminate when Declarant no longer owns at least twenty-five per cent (25%) of the land area within such category.

Section 2.3. Title to Common Area: The Declarant may retain the legal title to the Common Area owned by Declarant until such time as it has completed improvements and landscaping thereon and until such time as, in the sole opinion of Declarant, the Association is able to operate and maintain the same. Until title to such Common Area has been conveyed to the Association by Declarant, Declarant shall be entitled to exercise all rights and privileges relating to such Common Area granted to the Association in this Declaration. Title to those portions of the Common Area now or hereinafter dedicated to a governmental entity (i.e., the boulevard esplanades) shall remain in such entity.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3.1. Creation of the Lien and Personal Obligation of Assessments: The Declarant for the Properties, hereby covenants, and each Owner of any Lot, by acceptance of Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to

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(b) annual assessments or charges, and (c) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each and such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 3.2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively for the watering, landscaping and maintenance of the Common Area (and any improvements, plantings or additions thereto), for providing security (including street lighting within certain boulevards designated by the Association) for CROWNRIDGE OF TEXAS, and for enforcement of these covenants, conditions and restrictions. The Association may, in its sole discretion, give one or more of the purposes set forth herein preference over other purposes, and it is agreed that all expenses incurred and expenditures and decisions made by the Association in good faith shall be binding and conclusive on all members.

Section 3.3. Fixing of Annual Assessment: The Board of Directors of the Association shall fix the annual assessment from time to time, but no more frequently than once per each calendar year, based upon the then most current Master Plan for the Properties on file with the Architectural Control Committee, hereinafter described. In no event may the Board of Directors increase the annual assessment during any calendar year by more than ten per cent (10%) without the approval of sixty-six and two-thirds per cent (66-2/3%) of each class of members present at a meeting (in person or by proxy) called for such purpose. Separate assessments for each class of members shall be set for Lots in a manner whereby the costs and expenses of the Association in carrying out the

shared by all Owners.

Until adjusted, annual assessments shall be as follows:

- Class A: \$ 15.00 per platted lot owned;
- Class B: \$ 35.00 per acre (or fraction thereof) of land owned;
- Class C: \$ 15.00 per platted lot owned;
- Class D: \$ 45.00 per acre (or fraction thereof) of land owned;
- Class E: \$ 10.00 per Living Unit within the project;
- Class F: \$100.00 per acre (or fraction thereof) of land owned;
- Class G: \$100.00 per acre (or fraction thereof) of land owned;

Class H (Declarant): Same assessment as for applicable category above.

Section 3.4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of enforcing a restrictive covenant upon any Lot situated in the Properties for paying for security services or for maintaining or replacing any landscaping or other personalty within the Common Area, provided that any such special assessment shall have the vote or written assent of fifty-one per cent (51%) of each class of members.

Section 3.5. Notice and Quorum for any Action Authorized Under Section 3.4: Written notice of any meeting called for the purpose of taking any action authorized under Section 3.4 shall be sent to all members not less than five (5) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast thirty-three and one-third per cent (33-1/3%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called, subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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Section 3.6. Date of Commencement of Annual Assessments -

Due Dates: The annual assessments provided for herein shall commence as to each Lot on a date established by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in that calendar year during which the Assessments commence. After the Board of Directors shall fix the amount of the annual assessment, it shall provide notice of such amount to each Lot Owner at least thirty (30) days in advance of the effective date of such assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established from time to time by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 3.7. Effect of Nonpayment of Assessments - Remedies

of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen per cent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. Each such Owner, by his acceptance of a Deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner may waive or otherwise escape liability for the assessments provided for herein by alleged nonuse of the Common Area or

alleged nonuse or abandonment of his Lot. In the event the Association is forced to bring a legal proceeding to protect or enforce its rights hereunder or to collect any sums due hereunder, it shall be entitled to receive from the violating Lot Owner, its reasonable attorneys' fees.

Section 3.8. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot, pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 3.9. Exempt Property: The Common Area and all Properties dedicated to and accepted by a local public authority shall be exempt from the assessments created herein.

ARTICLE IV

USE RESTRICTIONS FOR COMMON AREA

The Common Area shall be occupied and used as follows:

Section 4.1. Obstruction of Common Area: There shall be no obstruction of the Common Area except for entry sign installations and other improvements initially installed by Declarant. Nothing shall be placed, installed or stored in the Common Area without the prior written consent of the Association. No planting or gardening by Owners shall be permitted within the Common Area without the written approval of the Association.

Section 4.2. Nuisances: No noxious or offensive activity shall be carried on upon the Common Area nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the Lot Owners.

ARTICLE V
REGULATION OF USES

Section 5.1. Permitted Uses - Properties Other than Common Area. All of the Properties not within the Common Area may be used solely for the following purposes:

- (a) Single family detached residential;
- (b) Cluster/garden/specialty residential;
- (c) Multifamily residential or condominiums;
- (d) Office buildings;
- (e) Retail uses then permitted in the most current "B-2" zoning designation set forth in the City Code of San Antonio, Texas (except those retail uses then permitted in the most current "B-3" zoning designation shall be permitted for any Lot with frontage on the I-10 access road);
- (f) Other uses permitted by the Committee, pursuant to Section 5.3.

In absence of a specific restriction herein to the contrary, written approval by the Committee of a particular use shall be conclusive evidence of compliance with the intent of this Declaration as to the use of a Lot (or portion thereof) expressly made the subject of such approval.

Section 5.2. Prohibited Uses: The following operations and uses shall not be permitted on any portion of the Properties:

- (a) Commercial excavation of building or construction materials (but not including excavation in connection with the construction of Improvements);
- (b) Dumping, disposal, incineration or reduction of garbage, sewage, offal, dead animals or refuse, or the construction or operation of water or sewage treatment plants; or electrical substations (with the exception of water boost stations, sewer lift stations and other similar equipment incidental to utility service for the Properties);
- (c) Storing or refining of minerals, including petroleum or any of its products;
- (d) Smelting of iron, tin, zinc or other ores; or

substances;

- (f) Stone quarries or rock crushing;
- (g) Automobile wrecking or junk yards;
- (h) Explosives manufacturing or storing;
- (i) Slaughtering of animals or stockyards;
- (j) Rendering plants;
- (k) Outdoor drive-in theaters; or
- (l) Airports.

Section 5.3. Other Uses: Uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted as to the portions of the Properties except the Common Area (at ground level and above); and, in a specific case, if a Proposed Use Plan describing such proposed use (in such detail as the Committee may reasonably request) is submitted to and approved in writing by the Committee. (As an illustration, the Committee, in its sole discretion, may approve a "B-3" usage on a Lot within the Properties with frontage on a main thoroughfare other than the I-10 access road.) Approval or disapproval of any such Proposed Use Plan shall be based upon the effect of such use on other portions of the Properties and upon the occupants thereof. If the Committee fails either to approve or to disapprove any such Proposed Use Plan within thirty (30) days after such Plan has been submitted to it, it shall be conclusively presumed that the Committee has disapproved such proposed use.

ARTICLE VI

EASEMENTS

Section 6.1. Utility, Emergency and Association: There is hereby created a blanket easement upon, across, over and under all of that portion of the Common Area of the Properties which is or will be owned by the Association for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, gas, telephones, electricity, and cable television. By virtue of this easement, it shall be expressly permissible for the providing electrical

and/or telephone company and/or cable television company to lay underground lines or erect and maintain the necessary poles, cables and other equipment on or under said portions of the Common Areas of the Properties and to affix and maintain electrical, cable television, and/or telephone wires, circuits and conduits on, above, across and under such portions of the Common Area. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon such portion of the Common Areas of the Properties in the performance of their duties. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate, recordable document, Declarant and/or the Association shall have the right to grant such easement of said property without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any recorded easement on said Properties hereinbefore or hereinafter created.

ARTICLE VII

MAINTENANCE

Section 7.1. Duty of Maintenance. Each Owner of a Lot within the Properties shall have the duty and responsibility, at such Owner's sole cost and expense, to cause Improvements, including buildings and grounds, to be maintained in a first-class, clean and attractive condition at all times. Such maintenance includes, but is not limited to, the following:

- (a) Prompt removal of all litter, trash, refuse and other waste;
- (b) Lawn mowing;
- (c) Tree and shrub pruning;
- (d) Keeping landscaped and garden areas alive, free of weeds and attractive;
- (e) Watering;
- (f) Keeping driveways and parking areas in good repair;
- (g) Complying with all governmental health and police requirements;
- (h) Repainting of Improvements;

(j) Compliance with maintenance provisions of other recorded

Declarations covering the Lot, if applicable.

Section 7.2. Enforcement: If, in the opinion of the Association, any such Owner has failed in any of the foregoing duties or responsibilities, then the Association may give such Owner written notice of such failure and such Owner must, within ten (10) days after receiving such notice, perform the care and maintenance required. Should any such Owner fail to fulfill this duty and responsibility within such period, then the Association, through its authorized agent or agents, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry, trespass, or otherwise, to any person. The Owners and occupants (including lessees) of any of the Properties on which such work is performed shall jointly and severally be liable for the cost of such work and shall promptly reimburse the Association for such cost. If such Owner or occupant shall fail to reimburse the Association within thirty (30) days after receipt of a statement for such work from the Association, then said indebtedness shall be a debt of all of said persons jointly and severally, and shall constitute a lien against that portion of the Properties on which said work was performed. Such lien shall have the same attributes as the lien for assessments and special assessments set forth in this Declaration, and the Association shall have identical powers and rights in all respects, including, but not limited to, the right of foreclosure.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 8.1. Development Objectives: The aesthetic and ecological quality of CROWNRIDGE OF TEXAS requires that all Improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, an Architectural Control Committee (sometimes hereinafter called "the Committee") has been created as described in Section 2 of this Article. The Architectural Control Committee has the responsibility to carry out the goals and functions that

from time to time.

(AS AMENDED)

Section 8.2. Architectural Control Committee. The initial Architectural Control Committee shall be Charles Martin Wender, Jesse A. Baker and Bruce W. Baker, or a representative or representatives appointed by them. The Committee has the express right to increase the number of individuals comprising such Committee to any odd number upon the consent of a majority of the then Committee members. In the event of the death or resignation of any member, the remaining members shall have full authority to carry out the duties of the Committee and the authority to designate a successor committee member to fill any vacancies.

Section 8.3. Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of Improvements of good architectural design, quality and proper size compatible with Declarant's conceptual plan for CROWNRIDGE OF TEXAS. Improvements should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as well, in the sole judgment of the Committee, create an attractive and harmonious blend with existing and proposed Improvements in the immediate area and the natural surroundings. The Committee may disapprove the construction or design of an Improvement on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or values of the Properties or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if the Committee feels that the repetition of such matters will have an adverse affect on the Properties.

Section 8.4. Function of the Architectural Control Committee: The Committee shall function as the representative of the Owners for the purposes herein set forth, as well as for all purposes consistent with the creation and preservation of a first-class development. No Improvement shall be erected, placed or altered on any Lot (nor may any such item be subsequently replaced, treated or repainted in a manner which materially

alters the exterior appearance of the Improvement) until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive and binding upon the applicant.

Section 8.5. Master Plan for CROWNRIDGE OF TEXAS. The Committee shall be responsible for creating and keep on file of an initial Master Plan for the Properties and for the subsequent updating and modification of same from time to time upon the request of Declarant or any Owner (Each then most current Master Plan for CROWNRIDGE OF TEXAS shall depict the categories of the Properties for the voting purposes and assessment setting purposes referred to in Articles II and III hereof.).

Section 8.6. Procedures of the Architectural Control Committee: The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines to supplement these restrictions.

Section 8.7. Transfer of Authority to the Association: The duties, rights, powers and authority of the Architectural Control Committee constituted hereby may be assigned at any time, at the sole election of a majority of the members of the Committee, to the Board of Directors of the Association; and, from and after the date of such assignment and the acceptance thereof by such Directors, the Board of Directors of the Association shall have full right, authority and power, and shall be obligated to perform the functions of the Architectural Control Committee as provided herein, including the right to designate a representative or representatives to act for it.

MANNER OF CONTROL OF IMPROVEMENTS

Section 9.1. Control of Improvements: No Improvement shall be constructed, erected, placed, altered, maintained or permitted on any Lot without the prior approval of the Committee of the Plans (as defined below) therefor, obtained in the manner hereinafter set forth. Approvals under this Article IX shall be granted by the Committee if the Plans do not violate any provision of this Declaration.

Section 9.2. Submissions to Committee: To secure the approval ("Final Approval") of the Committee required in Section 9.1, an Owner shall deliver to the Committee in form and substance reasonably satisfactory to the Committee the number of complete sets hereinafter set forth of:

(a) The "Design Development Plan" which shall include:

(1) A site plan ("Lot Site Plan") showing the location, dimensions and orientation to Lot boundary lines and restrictions which provide the setback lines of the proposed building(s), other structures, means of ingress and egress, driveway and traffic patterns;

(2) Design elevation of, and a core plan for, and description of the height and size of each building;

(3) A description of the exterior materials concept for each building;

(4) The number of parking spaces to be contained in parking areas or parking garage structures, and the number of surface parking spaces (if any);

(5) A general description of the type, number, size and location of exterior signs;

(6) Description ("Proposed Use Plan") of the proposed use of Improvements and Lot (which use shall be governed by the provisions of Article V hereof);

(7) Grading and drainage plans, including the invert elevation of all sanitary and storm sewer connections and the location of all utility connections;

elevations, and including the color, quality and type of exterior construction materials (collectively, the "Exterior Plan");

(c) The Landscaping Plan;

(d) The type, style, size and candle power of all outdoor lighting fixtures (the "Lighting Plan");

(e) Drawings and design specifications of all proposed exterior signs of graphics, including the colors thereof and the quality and type of materials to be used and the manner of illumination (collectively, the "Signage Plan"); and

(f) All such other information as may be reasonably required which will enable the Committee to determine the location, scale, design, character, style and appearance of such Owner's intended improvements.

All of the foregoing (collectively, as originally submitted and as revised and resubmitted, the "Plans") shall conform to the applicable provisions of this Declaration.

The Owner shall supply two (2) sets of all items required herein.

Section 9.3. Design Concept Approval: An Owner may obtain preliminary approval (the "Design Concept Approval") by the Committee of such Owner's design concept for his proposed Improvements by submitting to the Committee the number of sets required in Section 9.2 of the Design Development Plan. The Design Concept Approval, if given, shall embrace only the elements of the Design Development Plan; and, except as provided in Section 9.4, no construction of the Improvements contemplated by the Design Development Plan shall be commenced until the Plans for such Improvements are approved as provided for in this Article IX. When the Plans for such Improvements are submitted to the Committee, the elements of the Plans which correspond to the Design Development Plan previously approved in the Design Concept Approval shall be approved by the Committee unless such corresponding elements of the Plans reflect a material departure from the Design Development Plan.

Section 9.4. Time for Review of Plans: Within thirty (30) days

after the Owner has served written notice upon the Committee that it desires to obtain Design Concept Approval or Final Approval (as applicable) and has submitted to the Committee the Design Development Plan or the Plans (as applicable, and in either case, the "Submitted Plans"), the Committee shall notify Owner in writing whether the Submitted Plans are approved or disapproved. The Committee shall approve the Submitted Plans if such Submitted Plans do not violate this Declaration. Any such disapproval shall set forth the specific reason or reasons for such disapproval. Should the Committee fail to approve or disapprove the Submitted Plans in writing within such thirty (30) day period, then approval of the Committee shall be conclusively presumed to have been granted; provided, however, that such presumption shall not be deemed to be a waiver of any other applicable provisions of this Declaration, or, if the Submitted Plans deemed to have been approved consist of less than all of the Plans, Final Approval shall not be deemed to have been granted. If Final Approval is being sought, no construction of the Improvements provided for in the Submitted Plans shall be commenced until the expiration of the aforementioned thirty (30) day period or the receipt of the Committee's written approval of the Plans for such Improvements, whichever shall first occur. The Committee, by unanimous vote only, may (i) defer the submission to it of the Landscaping Plan, the Lighting Plan or the Signage Plan (as applicable, the "Deferred Plans") to such point in time as it may determine, but in no event later than substantial completion of the Improvements to which such Deferred Plans relate; and (ii) permit commencement of construction of such Improvements upon approval by the Committee of only the other elements of the Plans (but such approval shall never embrace less than the Design Development Plan and the Exterior Plan). If the Committee does elect to so defer submission to it of elements of Plans for Improvements, the Committee may condition such deferral on such agreements and undertakings (the "Deferral Agreements") of the Owner requesting such deferral as the Committee in its discretion deems necessary or appropriate to ensure the timely submission, approval and

by an Owner under the terms of any of the Deferral Agreements shall be deemed to be a breach of or failure to observe these Covenants; and, in addition to all other remedies and recourse, the Association (and each other Owner) shall have each and all of the rights, remedies and recourse set forth in this Declaration.

Section 9.5. Time for Review of Revised Plans: If the Committee shall disapprove any part of the Submitted Plans, the Owner may revise the Submitted Plans to incorporate such changes and may deliver the required number of complete sets of revised Submitted Plans to the Committee; and the Committee shall have fifteen (15) days within which to review such revised Submitted Plans to determine Owner's compliance with the Committee's requested changes. Should the Committee fail to advise Owner in writing of whether or not the revised Submitted Plans are in compliance with the suggested changes within the fifteen (15) day period, then the Committee's approval shall be conclusively presumed to have been granted, subject to the conditions provided for in Section 9.4 applicable to such presumption.

Section 9.6. Changes in Approved Plans. Owner shall secure the approval of the Committee to any material change or revision in approved Plans in the manner provided in this Article for the approval of Plans. The Committee shall endeavor to review such changes or revisions within a shorter period of time than the thirty (30) day period provided in Section 9.4, but shall not be required to so do.

Section 9.7. Owner's Rights; Arbitration. If any Submitted Plans are not approved by the Committee, Owner must, as its sole remedy, submit the matter to final and binding arbitration by a three (3) member panel of arbitrators, pursuant to the provisions of the Texas General Arbitration Act (the "Act") and the rules of the American Arbitration Association to the extent that such rules are not inconsistent with the Act. The fees of such arbitrators and court reporter fees shall be divided equally between the Owner and the Association. All other costs shall be borne by the party incurring same. In determining any question, matter

or dispute before such arbitrators, the arbitrators shall apply the provisions of this Declaration without varying therefrom in any respect and shall not have the power to add to, modify or change any of the provisions of this Declaration. The parties to the arbitration agree to fully cooperate and to obtain the cooperation of their respective employees, agents and contractors and to use their respective best efforts to supply as witnesses any former employee, agent or contractor and to produce relevant documents which may be requested by the other.

Section 9.8. Exemptions for Certain Single Family Developments: Notwithstanding any other provisions herein contained to the contrary, in the event Declarant or any other Owner desires to develop a single family residential project in which fee title to Lots are conveyed to third parties (the project) within the Properties, the foregoing requirements of this Article IX shall be inapplicable except that the Committee must, however, initially approve the following items in writing prior to commencement of the development:

(a) Proposed Master Plan of the project, including location of easements, utilities, streets, general configuration of lots therein; and

(b) Proposed restrictive covenants to apply to platted lots within the project (to be recorded prior to conveyance of the first Lot in the project), with proper architectural control provisions retained therein. Declarant, or such other Owners, cannot materially deviate from the foregoing approved items without the further written approval of the Committee.

Once the project is approved by the Committee and is platted, the Architectural Control Committee specifically created for the project shall have the exclusive power and control over the administration and enforcement of the restrictive covenants applicable to the project.

MISCELLANEOUS

Section 10.1. Enforcement: Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor will there exist any liability against Declarant, the Association, or any Owner for failing to enforce any covenant or restriction herein contained.

Section 10.2. Severability: If any of the covenants, conditions or terms of this Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, condition or term herein set forth shall remain valid and binding, provided that in such event, Declarant and all of the then Owners of the Properties shall, to the fullest extent possible, modify such covenant, condition or term to the extent required to carry out the general intention of this Declaration and to impart validity to such covenant, condition or term.

Section 10.3. No Warranty: No provision herein contained or referred to shall be construed as creating any warranty by Declarant that the security to be provided by or paid for the Association hereunder will not result in thefts, robberies and/or vandalism in CROWNRIDGE OF TEXAS.

Section 10.4. Amendments by Declarant: The Declarant shall have and reserves the right at any time and from time to time, without the joinder or consent of any other party, to amend this Declaration by any instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not

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VOL 3156 PAGE 715

impair or affect the vested property or other rights of any Owner or his mortgagee.

Section 10.5. Amendments: The covenants and restrictions of this Declaration shall run with and bind the land until January 1, 2020, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended prior to January 1, 2020, by an instrument signed by not less than seventy-five per cent (75%) of the members of each class; and thereafter, by an instrument signed by not less than a majority of the members of each class. Any amendment must be recorded in the Official Public Records of Real Property of Bexar County, Texas, with the signature of Declarant, if prior to January 1, 2020.


Section 10.6. Annexation: Additional Properties and Common Areas may be annexed to the Properties by the Declarant without the necessity of the consent of any Lot Owners or of any class of members of the Association, provided that such Additional Properties are located either adjacent to property then within the purview of this Declaration or in close proximity to property within such purview, it being understood that Declarant shall be entitled, without obligation, to annex such additional Properties, in whole or in part, from time to time hereafter, such annexations to be effectuated by recorded Annexation Certificates. Upon annexation, the Lots situated in such annexed areas shall be immediately utilized for the purposes of determining voting rights and assessments, pursuant to the applicable provisions hereby, it being understood that at the time of any such annexation, the Master Plan for CROWNRIDGE OF TEXAS then on file with the Architectural Control Committee will be supplemented so as to provide for the establishment of voting categories and assessments for all portions of such land.

The Declarant expressly reserves the right to assign its rights as Declarant hereunder to the owner of such Additional Properties and Common Areas, insofar as such rights are attributable to such land, provided such assignment is evidenced in writing signed by Declarant.


Section 10.7. Captions: The captions employed herein are for convenience only and are not intended to in any way limit or amplify the terms and provisions hereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 6TH day of JULY, 1984.

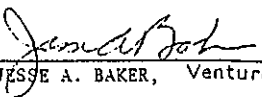
CROWNRIDGE, LTD

By: 
CHARLES MARTIN WENDOR, Partner

CROWNRIDGE JOINT VENTURE

By: 
JESSE A. BAKER, Venturer

BBCC JOINT VENTURE

By: 
JESSE A. BAKER, Venturer

ASSIGNMENT OF DECLARANT'S RIGHTS

WHEREAS, CROWNRIDGE, LTD., a Texas limited partnership; CROWNRIDGE JOINT VENTURE, a Texas joint venture; and BBCC JOINT VENTURE, a Texas joint venture, have heretofore caused a "Declaration of Covenants, Conditions and Restrictions" dated July 6, 1984 (the "Declaration") covering "Crownridge of Texas" to be recorded in Volume 3156, Pages 696, et seq., of the Official Public Records of Real Property of Bexar County, Texas; and

WHEREAS, under the terms of the Declaration "Declarant," as that term is used therein, is defined as "Charles Martin Wender, Jesse A. Baker and Bruce W. Baker," or any third parties to whom such three individuals specifically assign any rights, in writing.

WHEREAS, Charles Martin Wender, Jesse A. Baker and Bruce W. Baker desire to assign all of their rights as Declarant to various entities that presently own fee title to portions of the "Properties" covered by the Declaration;

NOW, THEREFORE, for and in consideration of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Charles Martin Wender, Jesse A. Baker and Bruce W. Baker do hereby TRANSFER, ASSIGN and CONVEY all of their rights as "Declarant" under the Declaration to the following entities:

CROWNRIDGE, LTD., a Texas limited partnership;

BBCC JOINT VENTURE, a Texas joint venture;

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Texas corporation;

BAKER INVESTMENTS, a Texas corporation; and

BAKER PROPERTIES, INC., and Texas corporation;

which said entities shall collectively be deemed as "Declarant," effective immediately. Said entities agree to assume any and all rights, duties and obligations of Declarant under the terms of the Declaration, effective immediately.

Assignment of Declarant's Rights
(Continued)

DATED as of the 14th day of APRIL, 1988

Charles Martin Wender
CHARLES MARTIN WENDER

Jesse A. Baker
JESSE A. BAKER

Bruce W. Baker
BRUCE W. BAKER

ORIGINAL DECLARANT

CROWNRIDGE, LTD.

BY: WENDER/LUSKEY PROPERTIES
Its General Partner

By: *Charles Martin Wender*
Charles Martin Wender
Partner

BBCC JOINT VENTURE

By: *Jesse A. Baker*
Jesse A. Baker, Venturer

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION

By: *Randy R. Hession*
Its: *Senior Vice President*

BAKER INVESTMENTS

By: *Jesse A. Baker*
Jesse A. Baker,
Managing Partner

BAKER PROPERTIES, INC.

By: *Jesse A. Baker*
Jesse A. Baker, President

NEW DECLARANT

Assignment of Declarant's Rights
(Continued)

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on April 25, 1988, by JESSE A. BAKER, Managing Partner of BAKER INVESTMENTS, a Texas partnership, on behalf of said partnership.

Allene Dyal
Notary Public, State of Texas
Notary's name (printed):
ALLENE DYAL
Notary's commission expires:
9/21/88

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on April 25, 1988, by JESSE A. BAKER, President of BAKER PROPERTIES, INC., a Texas corporation, on behalf of said corporation.

Allene Dyal
Notary Public, State of Texas
Notary's name (printed):
ALLENE DYAL
Notary's commission expires:
9/21/88

RLK:bb34
042188-1

ASSIGNMENT OF DECLARANT'S RIGHTS

WHEREAS, CROWNRIDGE, LTD., a Texas limited partnership; CROWNRIDGE JOINT VENTURE, a Texas joint venture; and BBCC JOINT VENTURE, a Texas joint venture, have heretofore caused a "Declaration of Covenants, Conditions and Restrictions" dated July 6, 1984 (the "Declaration") covering "Crownridge of Texas" to be recorded in Volume 3156, Pages 696, et seq., of the Official Public Records of Real Property of Bexar County, Texas; and

WHEREAS, under the terms of the Declaration "Declarant," as that term is used therein, is defined as "Charles Martin Wender, Jesse A. Baker and Bruce W. Baker," or any third parties to whom such three individuals specifically assign any rights, in writing.

WHEREAS, Charles Martin Wender, Jesse A. Baker and Bruce W. Baker desire to assign all of their rights as Declarant to various entities that presently own fee title to portions of the "Properties" covered by the Declaration;

NOW, THEREFORE, for and in consideration of TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Charles Martin Wender, Jesse A. Baker and Bruce W. Baker do hereby TRANSFER, ASSIGN and CONVEY all of their rights as "Declarant" under the Declaration to the following entities:

CROWNRIDGE, LTD., a Texas limited partnership;

BBCC JOINT VENTURE, a Texas joint venture;

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Texas corporation;

BAKER INVESTMENTS, a Texas corporation; and

BAKER PROPERTIES, INC., and Texas corporation;

which said entities shall collectively be deemed as "Declarant," effective immediately. Said entities agree to assume any and all rights, duties and obligations of Declarant under the terms of the Declaration, effective immediately.

Assignment of Declarant's Rights
(Continued)

DATED as of the 14th day of APRIL, 1988.

Charles Martin Wender
CHARLES MARTIN WENDER

Jesse A. Baker
JESSE A. BAKER

Bruce W. Baker
BRUCE W. BAKER

ORIGINAL DECLARANT

CROWNRIDGE, LTD.

BY: WENDER/LUSKEY PROPERTIES
Its General Partner

By: *Charles Martin Wender*
Charles Martin Wender
Partner

BBCC JOINT VENTURE

By: *Jesse A. Baker*
Jesse A. Baker, Venturer

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION

By: *Larry R. Lesman*
Its: Senior Vice President

BAKER INVESTMENTS

By: *Jesse A. Baker*
Jesse A. Baker,
Managing Partner

BAKER PROPERTIES, INC.

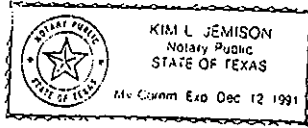
By: *Jesse A. Baker*
Jesse A. Baker, President

NEW DECLARANT

Assignment of Declarant's Rights
(Continued)

THE STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on April 25, 1988, by CHARLES MARTIN WENDER.



Kim L. Jemison
Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires: _____

THE STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on April 25, 1988, by JESSE A. BAKER.

Allene Dyal
Notary Public, State of Texas
Notary's name (printed):

ALLENE DYAL
Notary's commission expires: 9/21/88

THE STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on April 25, 1988, by BRUCE W. BAKER.

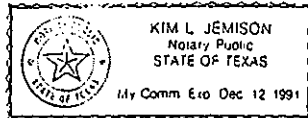
Allene Dyal
Notary Public, State of Texas
Notary's name (printed):

ALLENE DYAL
Notary's commission expires: 9/21/88

Assignment of Declarant's Rights
(Continued)

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on April 25, 1988, by CHARLES MARTIN WENDER, Partner of WENDER/LUSKEY PROPERTIES, General Partner of CROWNRISE, LTD., a Texas limited partnership, on behalf of said partnership.



Kim L. Jemison
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

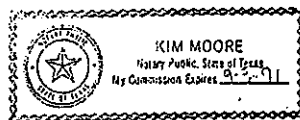
THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on April 25, 1988, by JESSE A. BAKER, Venturer of BBCC JOINT VENTURE, a Texas joint venture, on behalf of said venture.

Allene Dyal
Notary Public, State of Texas
Notary's name (printed):
ALLENE DYAL
Notary's commission expires:
9/21/88

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on April 29th, 1988, by Randy K. Liesman Senior Vice President of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Texas corporation, on behalf of said corporation.



Kim E. Moore
Notary Public, State of Texas
Notary's name (printed):
Kim E. Moore
Notary's commission expires:
9-8-91

Assignment of Declarant's Rights
(Continued)

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on April 25, 1988, by JESSE A. BAKER, Managing Partner of BAKER INVESTMENTS, a Texas partnership, on behalf of said partnership.

Allene Dyal
Notary Public, State of Texas
Notary's name (printed):
ALLENE DYAL
Notary's commission expires:
9/21/88

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on April 25, 1988, by JESSE A. BAKER, President of BAKER PROPERTIES, INC., a Texas corporation, on behalf of said corporation.

Allene Dyal
Notary Public, State of Texas
Notary's name (printed):
ALLENE DYAL
Notary's commission expires:
9/21/88

RLK:bb34
042188-1

2003031

MARATHON TITLE COMPANY
GF # 90-215 \$2700

FIRST AMENDMENT AND ANNEXATION TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CROWNRIDGE OF TEXAS

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Crownridge of Texas ("the Declaration") has been heretofore duly recorded in Volume 3156, Page 0696 of the Real Property Records of Bexar County, Texas;

WHEREAS, Section 1.06 of the Declaration defines "Declarant" as Charles Martin Wender, Jesse A. Baker, and Bruce W. Baker, collectively, and further provides that these three individuals may "specifically" assign their rights, in writing, as Declarant;

WHEREAS, by written "ASSIGNMENT OF DECLARANT'S RIGHTS" dated April 14, 1988, a true copy of which is attached hereto as Exhibit "A," Charles Martin Wender, Jesse A. Baker, and Bruce W. Baker assigned their rights as Declarant under the Declaration to the following entities:

CROWNRIDGE, LTD., a Texas limited partnership;

BBCC JOINT VENTURE, a Texas joint venture;

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a Texas corporation;

BAKER INVESTMENTS, a Texas corporation; and

BAKER PROPERTIES, INC., a Texas corporation.

WHEREAS, since they no longer own title to any portion of the real property covered by the Declaration, BBCC Joint Venture, Baker Investments and Baker Properties, Inc., have resigned as "Declarants" and accordingly the sole remaining Declarants are Crownridge, Ltd., and First Federal Savings and Loan Association;

WHEREAS, Section 10.4 of the Declaration provides for amendments thereto by Declarant for the purposes therein stated including the correction of ambiguities or inconsistencies, provided such amendments are consistent with and in furtherance of the general plan and scheme of development of the Declaration;

WHEREAS, Section 10.6 of the Declaration provides for annexation of additional properties located adjacent to or in close proximity with other properties subject to the Declaration;

PL 90-215 PAGE 1147

WHEREAS, the Declaration erroneously encompasses the 11.156 acre tract described on Exhibit "B" attached hereto, which tract is so configured and located so as to be incapable of residential or commercial development as a part of Crownridge of Texas Subdivision;

WHEREAS, the Declaration does not encompass the 3.495 acre tract described on Exhibit "C" attached hereto, which 3.495 acre tract lies adjacent to, or in close proximity with, other property subject to the Declaration;

WHEREAS, the Owner of the 11.156 acre tract has requested that the Declaration be amended to correct the error made by the inclusion of said tract within the scope of the Declaration and has agreed to cause the 3.495 acre tract to be subjected to the terms of the Declaration, including the jurisdiction and assessment of Crownridge of Texas Owners Association, Inc. ("Association");

WHEREAS, the Board of Directors and membership of the Association have voted and approved the Owner's request and the terms of this instrument;

NOW, THEREFORE, in consideration of the foregoing and for the purposes herein stated and pursuant to the powers reserved to Declarant in the Declaration, and with the consent and approval of the Association, the below signed hereby amend the Declaration in the following respects only, to wit:

AMENDMENT ONE: ANNEXATION OF PROPERTY

The 3.495 acre tract of land described on Exhibit "C" attached hereto is hereby annexed to the real property described within the Declaration and subject to the jurisdiction, assessment, and architectural control of Crownridge of Texas Owners Association, Inc. and to the covenants, conditions, and restrictions of use set forth within the Declaration as a commercial, "Class G" tract. For all purposes, the real property described on Exhibit "C" attached hereto shall hereafter be treated and dealt with as though said tract were within the area described on Exhibit "B" attached to the Declaration and the covenants, conditions and restrictions on use set forth within the Declaration shall hereafter be binding upon the present and future owners thereof and shall run with the title to said real property.

AMENDMENT TWO: RELEASE OF PROPERTY

For the purpose of correcting the Declaration in accordance with the powers set forth in Section 10.4 thereof, with the approval of the Board of Directors and membership of the Association, and upon a finding that the amendment to the Declaration hereby made shall not impair of

VOLUME 9-5-7 PAGE 1-49

affect the vested rights of any Owner or his mortgagee, the Declaration is hereby amended to release the 11.156 acre tract described on Exhibit "B" attached hereto from the terms of the Declaration and from the architectural control, jurisdiction and assessment of the Association so that hereafter said 11.156 acre tract shall be free of all further liability for assessments, control, restrictions, conditions, and covenants of the Declaration.

It is further declared that except as hereinabove specifically amended, the terms and provisions of the Declaration are ratified and confirmed and continue in force and effect.

EXECUTED effective this 8th day of November, 1990.

DECLARANT:

CROWNRISE, LTD.

By: WENDER/LUSKEY PROPERTIES
Its: General Partner

By: [Signature]
Charles Martin Wender
Partner

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION

By: [Signature]
Its: Executive Vice President

OWNER:

CROWNRISE, LTD.

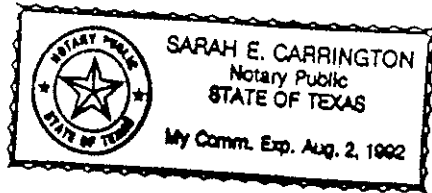
By: WENDER/LUSKEY PROPERTIES
Its: General Partner

By: [Signature]
Charles Martin Wender
Partner

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 8th day of November, 1990, by Lloyd A. Denton, Jr., President of CROWNRIDGE OF TEXAS OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Sarah E. Carrington
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Crownridge of Texas Owners Association, Inc.
c/o Mrs. Barbara Lowry
~~3330 Oakwell Court, Suite 200~~
San Antonio, Texas 78218 09
1600 NE LOOP 410, Ste 202

CROWNRIDGE OF TEXAS OWNERS
ASSOCIATION, INC.

ATTEST: Sarah E. Carrington
Secretary

BY: [Signature]
Its President

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this 8th day of November, 1990, by Charles Martin Wender, Partner of Wender/Luskey Properties, General Partner of CROWNRIDGE, LTD., a Texas limited partnership, on behalf of said partnership.



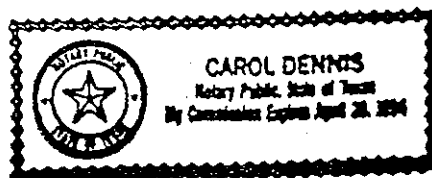
Jeanette B. Lowry
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this 9th day of NOVEMBER, 1990, by STEVE AYCOCK, EXECUTIVE VICE PRESIDENT of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION, a banking corporation, on behalf of said corporation.

CAROL DENNIS
Notary Public, State of Texas



4011967 PAGE 1159

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

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CROWNRIDGE OF TEXAS

On Feb 04 1996
At 2:17pm

Receipt #: 197406
Recording: 5.00
Doc/Mgmt: 6.00
Doc/Num : 96-0017708
Deputy -Jane Hernandez

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

WHEREAS, by a Declaration entitled "Declaration of Covenants, Conditions and Restrictions Crownridge of Texas" ("Declaration") dated July 6, 1984, signed by all the current owners of the subject property, Crownridge, Ltd., Crownridge Joint Venture, and BBCC Joint Venture (collectively, the "Owners"), and recorded in Volume 3153, Page 698 of the Real Property Records of Bexar County, the Owners recorded certain protective covenants on the real property situated in Bexar County, Texas and comprised of 1,219.72 acres of land more particularly described in such Declaration ("Property"); and

WHEREAS, by (i) the Transfer and Assignment of Declarant Status and Reappointment of Architectural Control Committees for Crownridge of Texas, recorded in Volume 5529, Page 1087 of the Real Property Records of Bexar County, Texas, (ii) the Supplement to Transfer and Assignment of Declarant Status and Reappointment of Architectural Control Committees for Crownridge of Texas, recorded in Volume 5831, Page 1118 of the Real Property Records of Bexar County, and (iii) the Order on Motion to Approve Transfer of Lien evidenced in the Affidavit Concerning Successor Declarant, recorded in Volume 5615, Page 1199 of the Real Property Records of Bexar County, all right, title and interest as Declarant under the Declaration was transferred and assigned to Camp Bullis, Ltd; and

WHEREAS, Section 10.4 of the Declaration provides for the Declarant, without the joinder or consent of any other party, to amend the Declaration so as to correct any ambiguity or inconsistency appearing within the Declaration so long as such amendment is consistent with the general plan and scheme of development of the Property and does not impair or affect the vested property or other rights of any owner or his/its mortgagee; and

WHEREAS, the Declarant, as of the date of this instrument, is Camp Bullis, Ltd., a Texas limited partnership; and

WHEREAS, the Declarant desires to clarify and eliminate the ambiguity existing in and between Sections 5.1, Permitted Uses, and 5.2, Prohibited Uses, in that the intent of Section 5.1(e) was to permit all zoning permitted retail uses and the intent of Section 5.2 was to prevent industrial and manufacturing uses such as the exploration, stockpiling, refining and processing of petroleum but not the incidental retail sale of gasoline at a gasoline station or convenience store or other similar retail establishment;

NOW, THEREFORE, the Declarant does hereby amend the Declaration as follows:

1. Section 5.2(c) is amended to read in full as follows:

 *(c) Exploration, refining, processing and stockpiling of minerals, including petroleum or any of its products, provided, however, the temporary

storage of gasoline in furtherance of the retail sale of gasoline at an otherwise allowable retail establishment such as a gasoline station or convenience store or other similar retail establishment is not prohibited;"

2 Except as modified hereby, all terms and conditions of the Declaration remain in effect and unchanged.

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the 5 day of February, 1996.

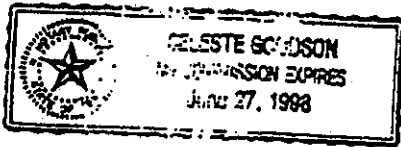
CAMP BULLIS, LTD., a Texas limited partnership

By: DDH ENTERPRISES, INC.,
its general partner

By: *Denzil Hallmark, Jr.*
Denzil Hallmark, Jr., President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this the 5 day of February, 1996, by Denzil Hallmark, Jr., President of DDH Enterprises, Inc., general partner of Camp Bullis, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Celeste Goodson
Notary Public in and for the State of Texas

AFTER RECORDING, RETURN TO:

Sue Kopplin
Worth Hallmark Company
14607 San Pedro, Suite 100
San Antonio, Texas 78230