

SCANNED



ESTANCIA

SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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ESTANCIA

SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, being owners of individual lots within the Estancia subdivision (according to the plat of such subdivision as recorded in Volume 9565, Pages 16-17 of the Deed and Plat Records of Bexar County, Texas), and, as such, having the desire to supplement and enhance a uniform plan for the improvement, development, and sale of the subdivided lots situated within the aforementioned subdivision, for ourselves, and for our successors and assigns, do hereby adopt and establish the following additional easements, restrictions, covenants and conditions to run with the land and to apply in the use, occupancy, and conveyance of our lots in the aforesaid subdivisions, and subsequent to the recording hereof, each Contract or Deed which may be executed with regard to any lot dedicated hereto shall be held to have been executed, delivered and accepted, subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content); and

WHEREAS, Estancia Land, LP, (the “original” Declarant – see Paragraph 1.9, below), owned and developed 54 acres (more or less) of real property as “Estancia, a subdivision in Bexar County, Texas” which is further described on Exhibit “A” attached to the original Declaration (same having been filed on or about June 8, 2005 at Volume 10695, Page 185 of the Deed and Plat Records of Bexar County, Texas, which are incorporated herein by reference); and

WHEREAS said Declaration was amended by a (first) Amendment to Declaration filed on or about September 22, 2006, at Volume 12409, Page 1203 of the Deed and Plat Records of Bexar County, Texas, which is likewise incorporated herein by reference; and

WHEREAS said Declaration provided that the Declaration or any Supplemental Declaration may be amended by the recording in the Official Records of Bexar County, Texas an instrument executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by the Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast [See Section 9.3 (b.) of the Original Declaration];

NOW, THEREFORE, it is hereby declared that the original Declaration referenced above is hereby amended by this instrument, and that (i) all of the Property shall be held, sold, conveyed and occupied subject to the following easements, restrictions, covenants, conditions, charges and liens which are for the purpose of protecting the value and desirability of and which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner

thereof; and (ii) each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following easements, covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed; and (iii) in the event there is a conflict between the terms and conditions set forth in the (original) Declaration and this Second Amended Declaration, the terms and conditions set forth herein shall control.

ARTICLE I DEFINITIONS

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

1.1 “Architectural Review Committee” Architectural Review Committee" shall mean the committee created pursuant to this Declaration to review and approve plans for the construction of Improvements upon the Property.

1.2 Articles “Articles” shall mean the Articles of Incorporation of Estancia Home Owners Association, Inc., which shall be filed in the office of the Secretary of State of the State of Texas, as from time-to-time amended.

1.3 Assessment “Assessment” or “Assessments” shall mean such assessments as may be levied by the Association under the terms and provisions of this Declaration.

1.4 Association “Association” shall mean and refer to the Estancia Home Owners Association, Inc., a Texas non-profit corporation, its successors and assigns.

1.5 Board “Board” shall mean the Board of Directors of the Association.

1.6 Bylaws “Bylaws” shall mean the Bylaws of the Association to be by the Board, and as from time-to-time amended.

1.7 Estancia Restrictions “Estancia Restrictions” shall mean, collectively (i) this Declaration, together with any and all Supplemental Declarations, as the same may be amended from time-to-time, (ii) the Design Guidelines; and, (iii) the Articles of Incorporation and Bylaws from time-to-time in effect, as the same may be amended from time-to-time.

1.8 Common Properties “Common Properties” shall mean that portion of the Property owned by the Association for the common use and enjoyment of the members of the Association including, but not limited to all private streets, signs, Gates, fountains, statuary, parkways, medians, islands, security guardhouse, walls, bridges, safety lanes, trails; parks, greenbelts, recreational facilities, community facilities, pumps, landscaping, sprinkler systems, pavement, (to the extent not owned by appropriate governmental authorities), walkways, pipes, wires, conduits and other public utility lines situated thereon (to the extent not owned by appropriate governmental authorities or by local utility companies). The Common Properties to be owned by the Association shall include. (i) those areas of land shown on any recorded plat or its equivalent of the Property or any portion thereof filed

and identified thereon held as open space for passive or recreational purposes for the benefit of all Owners, (ii) the streets within the Subdivision, and (iii) those areas of land and improvements thereon which have been deeded to the Association.

1.9 Declarant "Declarant" shall mean John Dancey, L.P., (who was assigned all rights and authorities from Estancia Land, LP, the Declarant which had been reflected in the previous declarations). Any assignment of the rights of Estancia Land, LP, as Declarant must be expressly set forth in writing and approved by the majority (50% + 1) of lot owners. The mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant hereunder.

1.10 Design Guidelines "Design Guidelines" shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications applicable to architecture design, construction, placement, location, alteration and maintenance of Improvements, landscaping and vegetation, namely the "Development Design Guidelines" (attached to the Original Declaration as "Exhibit A" thereto) and "Vegetation Guidelines" for Estancia, as the same may be created or amended from time-to-time by the Architectural Review Committee.

1.11 Development "Development" shall mean the real property more particularly described on Exhibit "A" attached hereto and incorporated herein, which is known as Estancia, a subdivision in Bexar County, Texas.

1.12 Greenbelt or Amenity Area "Greenbelt or Amenity Area" shall mean all areas which have been previously designated by Declarant to be held as open space or for passive or active recreational purposes for the benefit of all Owners, including but not limited to areas described as park or trail areas.

1.13 Improvement "Improvement" shall mean every structure and all appurtenances thereto; of every type and kind located on the Property, including but not limited to buildings, outbuildings, storage sheds, patios, tennis courts, basketball goals, swimming pools, garages, storage buildings, fences, trash enclosures, animal enclosures, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioning, water softener fixtures or equipment and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.14 "Lot" or "Lots" shall mean any parcel or parcels of land within the Property shown, as a subdivided lot, with the exception of any lots described as Common Properties, on a Plat the Property, together with all Improvements located Thereon.

1.15 Declaration "Declaration" shall mean the instruments filed at Volume 10695, Page 185 of the Deed and Plat Records of Bexar County, Texas (sometimes referred to herein as the "Original Declaration") and at 12409, Page 1203 of the Deed and Plat Records of Bexar County, Texas (sometimes referred to herein as the "First Amendment"), and as they may be further amended from time-to-time, and shall specifically include this instrument.

1.16 Member "Member" or "Members" shall mean any person, persons, entity, or entities holding membership rights in the Association.

1.17 Mortgage "Mortgage" shall mean any mortgage or deed of trust covering all or any portion of the Property given to secure the payment of a debt.

1.18 Mortgagee "Mortgagee" or "Mortgagees" shall mean the holder or holders of any Mortgage or Mortgages.

1.19 Owner "Owner" or "Owners" shall mean, and refer to a person or persons, entity or entities holding a fee simple interest in all or any portion of the Property, but shall not include a Mortgagee.

1.20 Person "Person" or "Persons" shall mean any individual, individuals, entity or entities having the legal right to hold title to real property.

1.21 Plans and Specifications "Plans and Specifications" shall mean any and all documents designed to guide or control the construction or erection of any Improvement, including but not limited to those indicating location, size, shape, configuration, materials, site plans, excavation and grading plans, foundation plans, water well plans, drainage plans, clearing plans, septic system plans or other sewage disposal system plans, landscaping and fencing plans, signage, lighting, elevation drawings, floor plans, specifications on all building products and construction techniques, samples or exterior colors, plans for utility services, all other documentation or information relevant to such Improvement.

1.22 Plat "Plat" shall mean a final subdivision plat of any portion of the Property.

1.23 Property "Property" shall mean that real property which is subject to the terms of this Declaration initially described as that certain 54 acre, more or less, tract of land containing Estancia, a subdivision in Bexar County, Texas as a portion thereof, and as described by metes and bounds on Exhibit "B" attached to the original Declaration (which is incorporated herein by reference), and any additional real property which may be hereafter incorporated or annexed under the terms of the Declaration.

1.24 OMITTED

1.25 Subdivision "Subdivision" shall mean and refer to that portion of the Development that has been subdivided and shown on a map or plat or record in the Official Records of Bexar County, Texas and brought within the scheme of the Declaration in accordance with the provisions of Article II of the Original Declaration.

1.26 Supplemental Declaration "Supplemental Declaration" shall mean and refer to any declaration of covenants, conditions and restrictions which may be recorded hereafter in order to (i) subject any area of the Property to further covenants, conditions or restrictions, (ii) withdraw land from the Property, or (iii) annex additional land into the Development.

ARTICLE II
ADDITIONS TO THE PROPERTY

2.1 Phased Subdivision

- A Incorporation The Association, its successors and assigns, shall have the right at any time to incorporate within the scheme of this Declaration additional properties in future phases of development, so long as such properties are adjoining the original 54 acres, more or less, following the acquisition of such property, or with the consent of the record owner.
- B Annexation Additional properties may be annexed into the Development at any time with the consent of eighty percent (80%) of all of the Members of the Association. As additional properties are annexed hereto, the Association shall, with respect to said properties, record Supplemental Declarations which may incorporate this Declaration therein by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those properties.
- C. OMITTED.

2.2 Merger or Consolidation Upon a merger or consolidation of the Association with another association, the Association's properties, rights, and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration pertaining to the Property except as hereinafter provided.

ARTICLE III.
GENERAL RESTRICTIONS

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

3.1 Antennae No exterior radio or television antenna or aerial or satellite dish receiver, or other devices designed to receive telecommunication signals, including but not limited to, radio, television, or microwave signals which are intended for cable television, network television reception, communications or entertainment purposes shall be erected or maintained, without the prior written approval of the Architectural Review Committee, which such Committee shall take into consideration the requirements of OTARD (the "Over-the-Air Reception Devices") regulations as promulgated by the Federal Communications Commission, as same may be adopted or amended from time-to-time.

3.2 Subdividing No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without the prior written approval of the Architectural Review Committee. The Architectural Review Committee, in its sole and arbitrary discretion, may elect to withhold its consent to further subdivide any Lot. The single exception is lot 8, being 11+ acres may subdivide 2 acres.

3.3 General Signage Standards No signs of any kind, save and except political signs, shall be displayed to the public view on any Lot including, but not limited to, the displaying of any signs which advertise the Lot or Improvements for sale or lease, except as expressly permitted hereunder, The Architectural Control Committee may establish standardized sign criteria which permits the displaying of one sign per Lot which is uniform in size, color and permitted location on the Lot, which sign can be used to specifically identify that a particular Lot is for sale or lease, provided, however, that said sign shall not contain the words For Sale, For Lease, Available, or any other similar descriptive words without written approval of Architectural Review Committee. The Committee specifically reserves the right to establish a separate set of sign standards and criteria to apply during construction of the Dwellings on such Lots and a separate set of standards and criteria to apply to such Lots after a Dwelling has first been occupied thereon, and to modify such standards and criteria from time-to-time. The display of political signage shall be in strict compliance with Texas Property Code Section 202.009, as same may be amended or revised from time-to-time.

3.4 Rubbish and Debris No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property and no odors shall be permitted to arise there from so as to render such Property or any portion thereof unsanitary, unsightly, offensive or detrimental to any other Property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be kept within enclosed structures or appropriately screened from view. All refuse, garbage and trash shall be collected, at the expense of Owner, by the service provider chosen by the Association. In the event the Owner shall fail or refuse to keep, or cause to be kept, such Owner's Property or any Improvements thereon free from rubbish or debris or any kind, and such failure or refusal shall continue for fifteen (15) days after delivery of written notice thereof, then the Association may enter upon such Property and remove or correct the same at the expense of the Owner and such entry shall not be deemed a trespass.

3.5 Noise No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security or public safety purposes) shall be located, used or placed on any of the Property such that it becomes or will become clearly audible at the property line of adjoining Lot Owners. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants.

3.6 Construction of Improvements No Improvements shall hereafter be constructed upon any of the Property without the prior written approval of the Plans and Specifications for the Improvement(s) by the Architectural Review Committee, Anything herein to the contrary notwithstanding, in the case of single family residences constructed on any Lot, the Architectural Review Committee, in its sole discretion, may limit its review to a review of specific floor plans, and elevations, and upon the Architectural Review Committee's approval of such specific floor plans and elevations, residences may be constructed consistent with the approved floor plans and

elevations without the requirement of further review or approval by the Architectural Review Committee.

3.7 Repair of Buildings All Improvements upon any of the Property shall at all time be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof.

3.8 Alteration or Removal of Improvements Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement, shall be performed only with the prior written approval of the Architectural Review Committee.

3.9 Roofing Materials All roofing material shall be subject to the approval of the Architectural Review Committee.

3.10 Underground Utility Lines No utility lines, including but not limited to, wires or other devices for the communication or transmission of telephone or electric current or power, cable television or any other type of line or wire shall be erected, placed or maintained anywhere in or upon any portion of the Property unless the same shall be contained in conduit or cables installed and maintained underground or concealed in, under or on buildings or other Improvements as approved in writing by the Architectural Review Committee; provided, however, that no provision hereof shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or other Improvements which have been previously approved in writing by the Architectural Review Committee or model homes or construction trailers; and further provided that this provision shall not apply to existing utilities installed along the perimeters of the Property or utilities located offsite as may be necessary to serve the Property. The duration of any temporary overhead use otherwise allowed hereunder shall not exceed one (1) year without the consent of the Architectural Review Committee. The installation method, including but not limited to, location, type of installation, equipment, trenching method and other aspects of installation, for both temporary and permanent utilities shall be subject to review and approval by the Architectural Review Committee.

3.11 Drainage There shall be no interference with the established drainage patterns over any of the Property unless adequate provision is made for proper drainage and approved by the Architectural Review Committee.

3.12 Hazardous Activities No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged upon the Property. No open fires shall be lighted or permitted except (i) within safe and well-designed interior fireplaces; (ii) within contained barbecue units while attended and in use for cooking purposes; or (iii) in compliance with ordinances, regulations and permit requirements of local governmental authorities. Hunting, whether with firearms or cross bows, shall be prohibited on the Property.

3.13 Temporary Structures No tent, shack or other temporary building, Improvement or structure shall be placed upon the Property without the prior written approval of the Architectural Review

Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders and foremen during actual construction may be maintained with the prior approval of the Architectural Review Committee, such approval to include the nature, size, duration and location of such structure.

3.14 Mining and Drilling No portion of the Property shall be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate or earth.

3.15 Unightly Articles or Vehicles No article deemed to be unsightly by the Architectural Review Committee shall be permitted to remain on any Lot so as to be visible from any other portion of the Property or public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, busses, motorcycles, motor scooters, and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have garage space sufficient to house two (2) automobiles, Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of forty-eight (48) hours. No automobiles or other vehicles may be parked overnight on any roadway within the Property. Service area, storage area, loading area and compost shall be appropriately screened from view from public or private thoroughfares and other properties. No building materials, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse or trash shall be kept stored or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view from public or private thoroughfares and adjacent properties.

3.16 Mobile Homes, Travel Trailers and Recreational Vehicles No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than forty-eight (48) hours.

3.17 Fences The design, construction, materials and specifications of fences shall be subject to the prior written consent of the Architectural Review Committee. The Architectural Review Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. Common cement fences, cinder block fences, standard all wood fences, and chain link fences are specifically prohibited. Fence maintenance shall be the responsibility of the Owner and all damage shall be repaired within thirty (30) days of written notification by the Association. It shall be a violation of this Declaration to maintain a fence in such a manner as to allow (i) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of vertical alignment, (ii) missing, loose, or damaged stone in the fence, (iii) symbols, writings, and other graffiti on the fence, and (iv) broken or loose wires.

3.18 Animals Household Pets. No animals, including pigs, pot bellied pigs, hogs, swine, pigeons, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered

to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property, except that one (1) horse, so long as the maximum number of animals (other than domestic pets) does not exceed one (1) per two acres. Any other animals raised for school sponsored programs, including 4-H or FFA programs, may be permitted by the Architectural Review Committee, in its sole discretion. All other animals shall require the prior written consent of the Architectural Review Committee. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Property other than on the Lot of its Owner unless under control by owner. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to roam at large (except domestic dogs and cats that show not to be a nuisance, or pose a danger to other animals or people, and that are under supervision of their owner) and all shall be kept within enclosed or fenced areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed or fenced area shall be constructed in accordance with plans approved by the Architectural Review Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof.

3.19 Maintenance of Lawns, Trees and Planting Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot (including any Greenbelt platted as a part of such Owner's Lot and any Greenbelt located between such Owner's Lot and a publicly dedicated roadway) in a clean, attractive manner and free of trash and other unsightly material and in compliance with the Design Guidelines and in conformity with the Vegetation Guidelines. Trees on any individual Lot will potentially be enjoyed by and benefit all residents in the subdivision, and consequently it is the Declarant's and the Association's intent to retain the overall character of the tree massing in the subdivision. To prevent the unnecessary damage or death to existing trees, the Lot Owner, his architect, and/or builder are encouraged to refer to and follow the Tree Care and Protection Procedures as may be promulgated from time-to-time by the Architectural Control Committee.

3.20 Construction Activities Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event of any dispute regarding such matters, a temporary waiver of the applicable provision may be granted by the Architectural Review Committee, provided that such waiver shall be only for the reasonable period of such construction. The Architectural Review Committee is also empowered in the event of a dispute to set a reasonable schedule including days of the week and times for the performance of construction activities.

3.21 Compliance with Provisions of the Estancia Restrictions and Rules Each Owner shall comply strictly with the provisions of this Declaration, as same may be amended from time-to-time, and the Estancia Rules as the same may be amended from time-to-time. Failure to comply with any of the Estancia Restrictions and Estancia Rules shall constitute a violation of this Declaration, and

shall give rise to a cause of action to recover sums due for fines, penalties, Assessments, damages or injunctive relief or both, asserted by the Board on behalf of the Association or by an aggrieved Owner.

3.22 Construction in Place All dwellings constructed on the Property shall be built in place on the applicable Lot and the use of prefabricated materials shall be allowed only with the prior written approval of the Architectural Review Committee.

3.23 Unfinished Structures No structure shall remain unfinished for more than one (1) year after the same has been commenced.

3.24 Set-back Requirements Set-back requirements shall be the more restrictive of (a) those set forth on any Plat, or (b) set forth by the Architectural Review Committee to protect view corridors or the natural landscape, or (c) in general building setbacks will be fifty feet from property lines contiguous to other lots in the subdivision or street. Set-backs to property lines not contiguous with Estancia are five feet. The set-backs for the property line contiguous between lots 7 and 8 is eighty feet for both 7 & 8, and fencing setback is twenty feet. The set-back for the property line contiguous to Lots 13 and 14 is thirty feet for both lots. The Architectural Review Committee, in its sole discretion, reserves the right to grant variances from the set-back requirements shown on the Plat or in the covenants.

3.25 Rentals Nothing in the Declaration shall prevent the rental of any entire Lot and the Improvements thereon, by the Owner thereof.

3.26 No Warranty of Enforceability It is understood that Declarant had, and the Association has no reason to believe that any of the restrictive covenants or other terms and provisions contained in the Original Declaration or in this Amended Declaration are or may be invalid or unenforceable for any reason or to any extent. Nevertheless, neither the Declarant nor the Association make any warranties or representations as to the present or future validity or enforceability of any such restrictive covenants, terms or provisions. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant and the Association harmless there from.

ARTICLE IV USE RESTRICTIONS

4.1 General The Property shall be improved and used for single family residential use (except for any commercial tract designated as such on any recorded plat), for Common Properties including Greenbelt or Amenity Areas and for all other permitted uses. Greenbelt or Amenity Areas may, subject to the approval of The Association, be improved and used for active and passive recreational purposes for the primary benefit of Owners and occupants of portions of the Property; provided, however that, as to any specific area, The Association may, in its sole and absolute discretion, permit other improvements and uses.

4.2 Common Properties No land within the Common Properties shall be improved, used or occupied, except in such manner as shall have been approved by the Association, in its sole and absolute discretion. Such required approval shall extend to the nature and type of use, occupancy and Improvement. ~~Access to any of the Common Properties may be limited to persons currently paying Assessment fees and other charges (or otherwise conditioned or restricted) or made available to Owners on such terms and conditions as the Association may determine, in its sole discretion.~~ The Architectural Review Committee reserves the right to promulgate reasonable use restrictions for the Common Properties.

4.3 Recreational Improvements Any proposed construction of recreational improvements within the Common Properties shall be subject to approval by the Architectural Review Committee.

ARTICLE V
ESTANCIA HOME OWNERS ASSOCIATION, INC

5.1 Organization The signatories hereto, in cooperation with the Declarant, have caused the formation and incorporation of the Association as a non-profit corporation under the laws of the State of Texas. The Association shall be created for the purposes, charged with the duties, governed by the provisions and vested with the powers prescribed by law or set forth in its Articles and Bylaws or in this Declaration. Neither the Articles nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.2 Membership Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject, by covenants or record, to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from any ownership of any Lot which is subject to Assessment by the Association. Ownership of such Lot shall be sole qualification for membership. Any Mortgagee or lienholder, who acquired title to any which is a part of the Property through judicial or non-judicial foreclosure, shall he a member of the Association. It is understood that the Development may be developed in phases sections, and such completed sections or phases or any part thereof shall be incorporated within the scheme of this Declaration and become bound hereby and a part hereof, which incorporation shall be evidenced by the filing of a Supplemental Declaration.

5.3 Voting Rights The Association shall have a single class of voting membership. Members shall be all Owners, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine as provided by the Bylaws, but in no event shall more than one (1) vote be cast with respect to any Lot.

5.4 Powers and Authority of the Association The Association shall have the powers of the Texas non-profit corporation; subject only to such limitations upon the exercise of such power as are expressly set forth in this Declaration and applicable law. It shall further have the power to perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the

express powers granted to it by the laws of the State of Texas. The Association and the Board, acting on behalf of the Association, shall have the power and authority at all times as follows:

- A. Estancia Rules and Estancia Bylaws To make, establish and promulgate, and in its discretion to amend or repeal and re-enact, such Estancia Rules, including but not limited to traffic rules, parking rules and a schedule of fines and penalties for violations, and Estancia Bylaws, not in conflict with this Declaration, as it deems proper covering any and all aspects of its functions.
- B. Insurance To obtain and maintain in effect policies of insurance which, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association functions.
- C. Records To keep books and records of the Association's affairs.
- D. Assessments To levy Assessments as provided in Article VII below. An Assessment is defined as that sum which must be levied in the manner and against the Property set forth in Article VII hereof in order to raise the total amount for which the levy in question is being made.
- E. Right of Entry and Enforcement The Association shall have the power and authority from time-to-time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Estancia Restrictions and the Estancia Rules. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Estancia Restrictions and the Estancia Rules.
- F. Legal and Accounting Services To retain and pay for legal and accounting services necessary or proper in the operation of the Association.
- G. OMITTED.
- H. Conveyances To grant and convey to any person or entity the real property and/or other interest therein, including fee title, leasehold estates, easements, rights-of-way, or mortgages out of, in, on, over, or under any Common Properties for the purpose of constructing, erecting, operating or maintaining the following:
 - (1) Parks, parkways, trails, greenbelts or other recreational facilities or structures;
 - (2) Fountains, statuary, walls, bridges, fences and other facilities and structures;
 - (3) Roads, streets, walks, driveways, trails and paths;
 - (4) Lines, cables, wires, conduits, pipelines or other devices for utility purposes;
 - (5) Sewers; water systems, storm water drainage systems, sprinkler systems and pipelines; and/or
 - (6) Any similar public, quasi-public or private improvements or facilities;

provided, however, that the Association shall not convey fee simple title in and to, or mortgage all or any portion of any Common Properties without the consent of at least sixty-seven percent (67%) of the Owners.

Nothing above contained, however, shall be construed to permit use or occupancy of any Improvement or other facility in a way which would violate applicable use and occupancy restrictions imposed thereon by other provisions of this Declaration.

- I. Manager To retain and pay for the services of a person or firm (the "Manager") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. To the extent permitted by law, the Association and the Board may delegate any other duties, powers and functions to the Manager. The Members of the Association hereby release the Association and the members of the Board from liability for any omission or improper exercise by the Manager of any such duty, power or function so delegated.
- J. Association Property Services To pay for water, sewer, garbage removal, landscaping, gardening and all other utilities, services and maintenance for all Common Properties; to maintain and repair easements, roads, roadways, rights-of-way, parks, parkways, greenbelts, median strips, sidewalks, paths, trails, ponds and other areas of the Property, as appropriate and the maintenance of which has not been accepted by the appropriate governmental entity; and to own and operate any and all types of facilities for both active and passive recreation.
- K. Other Services and Properties To obtain and pay for any other property and services, and to pay any other taxes or assessments which the Association or the Board is required to secure or to pay for pursuant to applicable law, the terms of this Declaration, or the Articles of Bylaws of the Association.
- L. Construction on Association Property To construct new improvements or additions to Common Properties, subject to the approval of the Architectural Review Committee as provided in this Declaration.
- M. Contracts To enter into contracts with Declarant and other persons on such terms and provisions as the Board shall determine, to operate and maintain any Greenbelt or Amenity Area or to provide any service or perform any function on behalf of Declarant, the Association, or any Person.
- N. Pro Ownership To acquire and own and to dispose of all manner of real and personal property, whether by grant, lease, gift or otherwise.
- O. Loans To borrow funds (including without limitation the borrowing of funds from the Declarant and/or its affiliates) to pay the costs of operation, secured by such assets of the Association as deemed appropriate by the Board.

5.5 Maintenance and Landscape Authority The Association shall maintain all streets and roadways within the Property, which have been completed but not accepted by the appropriate governmental entity for maintenance. In addition, the Association shall be authorized to landscape, maintain and repair all access easements, rights-of-way, median strips, sidewalks, paths, trails, detention ponds and other areas of the Property, as appropriate. The Association shall maintain all Greenbelt or Amenity Areas which have been dedicated to the Association for maintenance. The Association shall also maintain any landscaped medians and boulevard areas, not fronting lots, located on private roads within the Property. All signage, plant materials and Improvements used in said median or boulevard areas must be approved by the Architectural Review Committee.

5.6 Lighting The Association shall pay for electrical service and for all other costs and expenses necessary to operate and maintain the lighting, including Entry, and landscape lights within street rights-of-way and Greenbelt and Amenity Areas and on Common Properties.

5.7 Common Properties Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:

- A. Ownership and Maintenance To accept, own, operate and maintain all Greenbelt or Amenity Areas which may be owned by it, together with all Improvements of whatever kind and for whatever purpose which may be located in said area; and to accept, own, operate and maintain all other Common Properties, real and personal, owned by the Association, and to maintain in good repair and condition all lands, improvements and other Association property owned by the Association. Such maintenance shall include but not be limited to mowing and removal of rubbish or debris of any kind.
- B. Construction To construct, maintain, repair and replace landscape improvements and irrigation systems within rights-of-way pursuant to agreement(s) with the local governmental authorities and any recorded plat.
- C. Assessments To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by the Association, to the extent that such taxes and assessments are not levied directly upon the Members of the Association. The Association shall have all rights granted by law to contest the legality and the amount of such taxes and assessments.
- D. Mortgage Upon the approval of sixty-seven percent (67%) of each Class of Members, to execute mortgages, both construction and permanent, for construction of facilities, including Improvements on property owned by the Association. Additionally, the Association may (subject to the same percent of membership approval) accept lands in Greenbelt or Amenity Areas, whether or not improved, from Declarant subject to such mortgages or by assuming such mortgages. Financing may be effected through conventional mortgages or deeds of trust, the issuance and sale of development or other bonds, or in any other form or manner as may be deemed appropriate by the Association. The mortgage or other security interest given to secure repayment of any debt may consist of a first, second or other junior lien as

shall be deemed appropriate by the Association, on the Improvement or other facility to be constructed, together with such underlying and surrounding lands as the Association deems appropriate. The debt secured by such mortgage or other security instrument may be retired from and secured by the revenues generated by dues, use fees or Assessments paid by the Members of the Association, as the case may be, but subject to the limitations imposed by this Declaration.

- E. Insurance To take out and maintain current a policy of liability insurance coverage insuring the Association and covering accidental bodily injury and/or death caused by the use and enjoyment of the Common Properties, as well as casualty coverage on all real and personal property owned by the Association, if and in such amounts as the Board shall deem appropriate.

5.8 Community Security The Association hopes that the entry gate and private streets within the subdivision will discourage undesired and unauthorized vehicular and pedestrian traffic within the Property and foster a higher degree of peace and tranquility. Although the Association reasonably believes that the existence of a controlled access point may discourage the commission of criminal acts (e.g., burglary, theft, etc.) within the Property, nevertheless, neither Declarant nor the Association warrant or guarantee that such acts will not be attempted or actually occur within the Property.

Each Owner, Member and resident of the Property expressly understands, covenants and agrees with Declarant and the Association as follows:

- A. No Liability Neither Declarant nor the Association has any responsibility or liability of any kind or character whatsoever regarding or pertaining to the real and personal property of each Owner, Member and resident of the Property.
 - B. Maintain Insurance Each Owner, Member and resident of the Property shall, from time-to-time and at various times, consult with reputable insurance industry representatives of each Owner's, Member's and resident's own selection to select, purchase, obtain, and maintain appropriate insurance providing the amount, type and kind of insurance deemed satisfactory to each Owner, Member and resident covering his or her real and personal property.
 - C. Release of Claims In consideration of the adoption of this Second Amended Declaration of Covenants, Conditions and Restrictions, each Owner, Member and resident of the Property hereby releases Declarant; Declarant's agents and assignees; and the Association and their respective agents, attorneys, employees, officers, Directors, and partners from any liability, claims, causes of action or damages of any kind or character whatsoever arising out of or related (directly or indirectly) to any and all aspects of the Property.
- 5.9 Private Streets The entry gates, streets, esplanades, and sidewalks within the Property are private and constitute a portion of the Common Properties which are subject to the jurisdiction of and administration by the Association. The Board is specifically authorized

to recommend, adopt, implement, and enforce rules, regulations, mechanisms, and procedures governing use of the entry gates and streets, covering items such as (but not necessarily limited to):

- A. Identification and entry programs for Members, their respective immediate families, their guests, and vehicles owned or driven by any of them;
- B. Speed limits, designated parking areas, restricted parking areas, and no- parking areas;
- C. Signs and graphics to provide announcements to unauthorized persons - concerning potential criminal trespass matters:
- D. A "fines" system through which the Association can levy and collect fines from its Members and its Members' guests, invitees and contractors for violations of the applicable rules and regulations; and
- E. Disclaimers of liability for any and all matters or occurrences on or related to the Common Properties.

5.10 Rules of the Board of Directors All Members, residents and their families and guests shall abide by any reasonable rules and regulations adopted by the Board. The Board shall have the power to enforce compliance with said rules and regulations, by all appropriate legal and equitable remedies.

5.11 INDEMNIFICATION. **THE ASSOCIATION SHALL INDEMNIFY ANY PERSON WHO WAS OR IS A PARTY, OR IS THREATENED TO BE MADE A PARTY TO ANY THREATENED OR PENDING CIVIL ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, ADMINISTRATIVE OR INVESTIGATIVE, BY REASON OF THE FACT THAT HE IS OR WAS THE DECLARANT (OR DECLARANT'S ASSIGNEE) HEREIN, OR IS OR WAS A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE ASSOCIATION, AGAINST EXPENSES, INCLUDING ATTORNEYS' FEES, REASONABLY INCURRED BY HIM IN CONNECTION WITH SUCH ACTION, SUIT OR PROCEEDING UNLESS IT IS FOUND AND DETERMINED BY THE BOARD OR A COURT THAT HE (1) ACTED IN BAD FAITH AND IN A MANNER HE REASONABLY BELIEVED NOT TO BE IN, OR OPPOSED TO, THE BEST INTERESTS OF THE ASSOCIATION. THE TERMINATION OF ANY ACTION, SUIT OR PROCEEDING BY SETTLEMENT, OR UPON A PLEA OF NOLO CONTENDERE OR ITS EQUIVALENT, SHALL NOT OF ITSELF CREATE A PRESUMPTION THAT THE PERSON DID NOT ACT IN GOOD FAITH OR IN A MANNER WHICH HE REASONABLY BELIEVED TO BE IN, OR NOT OPPOSED TO, THE BEST INTERESTS OF THE ASSOCIATION. THE BOARD MAY PURCHASE AND MAINTAIN INSURANCE ON BEHALF OF ANY PERSON WHO IS OR WAS THE DECLARANT HEREIN, AND/OR A DIRECTOR, OFFICER, COMMITTEE MEMBER, EMPLOYEE, SERVANT OR AGENT OF THE ASSOCIATION, AGAINST ANY LIABILITY ASSERTED AGAINST HIM OR INCURRED BY HIM IN ANY SUCH CAPACITY, OR ARISING OUT OF HIS STATUS AS**

SUCH, WHETHER OR NOT: THE ASSOCIATION WOULD HAVE THE POWER TO INDEMNIFY HIM AGAINST SUCH LIABILITY HEREUNDER OR OTHERWISE. ADDITIONALLY, THE ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS DECLARANT AND ITS PARTNERS, AGENTS AND EMPLOYEES AGAINST ANY EXPENSE OR LIABILITY, INCLUDING REASONABLE ATTORNEYS' FEES, EXPERT WITNESS OR OTHER FEES AND COSTS OF COURT INCURRED BY ANY OF THEM IN CONNECTION WITH OR ARISING OUT OF (I) THE USE OF THE PRIVATE ROADWAYS WITHIN THE PROPERTY OR ANY OTHER PORTION OF THE COMMON PROPERTY BY ANY PARTY PRIOR TO ITS CONVEYANCE OR DEDICATION TO THE ASSOCIATION AND (H) ANY CLAIM RELATED TO THE, DESIGN, MANNER OR TYPE OF CONSTRUCTION OR MAINTENANCE OF THE ROADWAYS OR OTHER IMPROVEMENTS ON OR WITHIN THE PROPERTY.

ARTICLE VI
ARCHITECTURAL REVIEW COMMITTEE

- 6.1 Approval of Plans and Specifications No Improvement shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the Plans and Specifications therefore shall have been submitted to and approved by the Architectural Review Committee in accordance herewith.
- 6.2 Membership of Architectural Review Committee The Architectural Review Committee shall consist of not less than two (2) and no more than five (5) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity ("Advisory Members") as the Association's Board of Directors shall deem appropriate.
- 6.3 Actions of the Architectural Review Committee The Architectural Review Committee may, by resolution, unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Review Committee. In the absence of such designation, the vote of a majority of all of the members of the Architectural Review Committee taken without a meeting shall constitute an act of the Architectural Review Committee.
- 6.4 Advisory Members The Voting Members may from time-to-time designate Advisory Members. Advisory Members shall be entitled to participate in and enjoy the same indemnities as are available to voting members of the Architectural Control Committee, however Advisory Members shall not vote.
- 6.5 Term Each member of the Architectural Review Committee shall hold office until such time as he or she has resigned or has been removed or his or successor has been appointed, as provided herein.
- 6.6 Association's Rights of Appointment The Association's Board of Directors shall have the right to appoint and remove all members of the Architectural Review Committee.

6.7 Adoption of Rules The Architectural Review Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to a building code, a fire code, a housing code, landscaping code and other similar codes.

6.8 Design Guidelines The Architectural Review Committee hereby adopts the Design Guidelines (attached to the Original Declaration as "Exhibit A" thereto), which may hereafter be amended from time-to-time and shall supply said Design Guidelines to each Owner. All Improvements shall be constructed in accordance with the Design Guidelines, and the Architectural Review Committee shall have the authority to disapprove any proposed Improvements based on the restrictions set forth in the Design Guidelines. The Committee may disapprove the construction or design of a home on purely aesthetic grounds whole, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners in Estancia's Development or to preserve the serenity and natural beauty of any surroundings. Any decision of the Architectural Review Committee pursuant to this Section shall be final and binding so long as it is made in good faith. In the event of a conflict between the Design Guidelines and this Declaration (or any Supplemental Declaration) this Declaration shall control. The Architectural Review Committee may charge Owners a reasonable fee for each set of Design Guidelines supplied to any Owner.

PRIOR TO ACQUIRING ANY INTEREST IN A LOT, EACH PROSPECTIVE PURCHASER TRANSFEREE, MORTGAGEE, AND OWNER IS STRONGLY ENCOURAGED TO CONTACT THE ARCHITECTURAL REVIEW COMMITTEE TO OBTAIN AND REVIEW THE MOST RECENT DESIGN GUIDELINES WHICH WILL CONTROL THE DEVELOPMENT, CONSTRUCTION AND USE OF THE LOT.

THE DESIGN GUIDELINES MAY CONTAIN STANDARDS, REQUIREMENTS, OR LIMITATIONS IN ADDITION TO THOSE EXPRESSLY SET FORTH OR REFERRED TO IN THIS DECLARATION AND MORE STRINGENT STANDARDS, REQUIREMENTS, OR LIMITATIONS THAN ANY SPECIFIC STANDARD, REQUIREMENT OR LIMITATION SET FORTH OR REFERRED TO IN THIS DECLARATION.

6.9 Review of Proposed Construction Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Review Committee is required. It shall consider all of the Plans and Specifications for the improvement or proposal in question and all other facts and information which, in its sole discretion, it considers relevant, and may require an Owner to provide such other information as it deems relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications there for shall be submitted to the Architectural Review Committee, and construction thereof may not commence unless and until the Architectural Review Committee has approved such Plans and Specifications in writing. The Architectural Review Committee may postpone review of the Plans and Specifications until such time as the Architectural Review Committee has received all information requested. In the event the Architectural Review Committee fails to approve or disapprove such Plans and Specifications within thirty (30) days after the submission of all information requested by the Architectural Review Committee, the Plans and Specifications shall be deemed approved without any further action required. The Architectural

Review Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time-to-time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Review Committee. The Architectural Review Committee shall not be responsible for reviewing any proposed Improvement, nor shall its approval of any Plans or Specifications be deemed approval thereof from the standpoint of structure safety, engineering soundness, or conformance with building or other codes of governmental regulatory authorities.

6.10 Variances The Architectural Review Committee may grant variances from compliance with any of the provisions of this Declaration or any Supplemental Declaration, when, in the opinion of the Architectural Review Committee, in its sole and absolute discretion, such variance will not impair or detract from the high quality development of the Property, and such variance is justified due to unusual or aesthetic considerations or unusual circumstances or new construction techniques or materials become available. All variances must be evidenced by a written instrument, in recordable form, and must be signed by at least two (2) of the Voting Members. The granting of such variance shall not operate to waive or amend any of the terms and provisions of these covenants and restrictions applicable to the Lots for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof. Notwithstanding the foregoing, such variances shall not vary any local governmental ordinance unless a variance or special exception has been first granted by the respective local governmental authority.

6.11 No Waiver of Future Approvals The approval or consent of the Architectural Review Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Architectural Review Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

6.12 Work in Progress The Architectural Review Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications.

6.13 Address Plans and Specifications shall be submitted to the Architectural Review Committee at the address designated in the recorded Management Certificate (as required by Texas Property Code Section 209.004) as same may be updated from time-to-time.

6.14 Fee The Architectural Review Committee shall have the right to require a reasonable submission fee not to exceed \$100.00 for each set of Plans and Specifications submitted for its review.

6.15 Certificate of Compliance Upon completion of any Improvement approved by the Architectural Review Committee and upon written request by the Owner of the Lot, the Architectural Review Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the improvements, the use or Uses to be

conducted thereon, and the Plans and Specifications on file with the Architectural Review Committee pursuant to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall, not be construed to certify the acceptability, sufficiency or approval by the Architectural Review Committee of the actual construction of the Improvements or of the workmanship or material thereof. The Owner is hereby notified that the Certificate in no way warrants, except as set forth above, the sufficiency, acceptability or approval, by the Architectural Review Committee of the construction workmanship, materials or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the Lot.

ARTICLE VII
FUNDS AND ASSESSMENTS

7.1 Assessments

- A. Assessments established by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property, except for adjoining lots with one owner for one home where the additional lots will be charged at half the rate of one lot. The Common Properties shall not be subject to Assessments.
- B. Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. The Association may enforce payment of such Assessments in accordance with the provisions of this Article.
- C. Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose to the duration of the Assessment year or other period remaining after said date. Such proration shall be calculated on a per diem basis.

7.2 Maintenance Fund The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Association and from which disbursements shall be made in performing the functions of the Association under this Declaration (as amended), and reserves collected for contingencies. The funds of the Association must be used solely for purposes authorized by this Declaration, as it may from time-to-time be amended. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by a Subassociation pursuant to any Supplemental Declaration.

7.3 Regular Annual Assessments Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Association during such year in performing its functions under the Estancia Restrictions and Estancia Rules, including but not Limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Estancia Restrictions and Estancia Rules, and a reasonable provision for contingencies, a reserve fund for road maintenance,

and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Association may at any time, and from time-to-time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in either annual or semi-annual installments on or before the due date as set by the Board, or in such other manner as the Board may designate in its sole and absolute discretion. In no event shall the regular annual Assessment per Lot for assessment year 2012 exceed the sum of ONE THOUSAND and no/100 DOLLARS (\$1,000.00). Thereafter, with the majority approval of the Board, the regular annual Assessment permitted hereunder may be increased by up to ten percent (10%) per year.

For all annual Assessments accruing after January 1, 2013, the annual Assessment may be adjusted to the Maximum Allowable Increase by a majority vote of the Board and without the approval of the membership of the Association. The Maximum Allowable Increase shall be no more than ten percent (10%) of the total annual assessment for the preceding assessment year. Any increase in excess of the Maximum Allowable Increase shall require the approval of sixty-seven percent (67%) of the votes of the Members of the Association who are voting by person or by proxy at a meeting duly called and held in accordance with the Articles and Bylaws of the Association.

7.4 Special Assessments In addition to the regular annual Assessments provided for above, the Board, with the approval of sixty-seven percent (67%) of the votes of the Members, may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the functions of the Association under the Estancia Restrictions and Estancia Rules. The amount of any special Assessments shall be at the reasonable discretion of the Board and all such special Assessments shall be due and payable to the Association within thirty (30) days of the date of written notice of such special Assessment.

7.5 Owner's Personal Obligation for Payment of Assessments The regular and special Assessments, and any fines and penalties provided for herein, shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, fine or penalty, the Owner of the Lot shall be obligated to pay interest on the amount of the Assessment from the due date at a percentage rate of ten percent (10%) per annum, together with all costs and expenses of collection, including reasonable attorneys' fees.

7.6 Assessment Lien and Foreclosure All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 7.5 hereof and the cost of collection, including attorneys' fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for:

- A. All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision, or special, district thereof:

- B. All liens securing all amounts due or to become due under any mortgage, vendor's lien or deed of trust Filed for record prior to the date any Assessment became due and payable; and
- C. All liens including, but not limited to, vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same are purchased from a builder, or for any part of the cost of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.

Notwithstanding the above, no lien shall be deemed or held superior to the lien hereby created unless the Association is made a party to any court proceeding to enforce any of the above listed liens. The Association shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board and such subordination may be signed by an officer of the Association. To evidence the aforesaid assessment lien, the Association may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot- Such notice shall be signed by one of the officers of the Association and shall be recorded in the office of the County Clerk of Bexar County, Texas; provided, however, no such written evidence shall be necessary for the creation or attachment of such lien. Such lien for payment of Assessment shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by either (i) the Association foreclosing against the defaulting Owner's Lot in like manner as a mortgage on real property, as provided in the TEXAS PROPERTY CODE, subsequent to the recording of a notice of assessment lien as provided above, or (ii) the Association instituting suit against the Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or not judicial, the Owner shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred by the Association. The Association shall have the power to bid on the property at foreclosure or other legal, sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association shall report to such Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due.

ARTICLE VIII EASEMENTS

8.1 Reserved Easements All dedications, limitations, restrictions and reservations shown on a Plat and all grants and dedications of easements, rights-of-way, restrictions and related rights, made by Declarant prior to the Property becoming subject to the original Declaration, are incorporated herein by reference and made a part of this Declaration for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant conveying any part of the Property. The Association reserves the right to drill water wells on any portion of the Common Properties to provide for irrigation of the Common Properties or for use in connection with a community water system.

8.2 Installation and Maintenance There is hereby created an easement upon, across, over and under all of the easement areas affecting the Property for ingress and egress in connection with

installing, replacing, repairing, maintaining and extending all utilities, including, but not limited to, water, sewer, gas, cable, television, telephones, electricity and appurtenances thereto. By virtue of this easement, it shall be expressly permissible for the utility companies and other entities supplying service to install and maintain pipes, wires, conduits, service lines or other utility facilities or appurtenances thereto, on, across and under the Property, within the public utility easements from time-to-time existing and from service lines situated within such easements to the point of service on or in any Improvement. Notwithstanding any provision contained in this section, no sewer, electrical lines, water lines or other utilities or appurtenances thereto may be relocated on the Property until approved by the Architectural Review Committee. The utility companies furnishing service shall have the right to remove all trees situated within the utility easements shown on the plat, and to trim overhanging trees and shrubs located on portions of the Property abutting such easements.

8.3 Drainage Easements Each Owner covenants to provide easements for drainage and water flow, as contours of land and the arrangement of Improvements approved by the Architectural Review Committee thereon, require. Each Owner further covenants not to disturb or displace any trees or other vegetation within the drainage easements or natural creeks as defined in this Declaration and shown on the plat. There shall be no construction of Improvements, temporary or permanent in any drainage easement or natural creeks, except as approved in writing by the Architectural Review Committee.

8.4 Surface Areas Each Owner shall maintain the surface area of all easements located within his Lot and all Improvements located therein except for such improvements for which a public authority or utility company is responsible. The surface of easement areas, for underground utility services may be used for planting of shrubbery, trees, lawns or flowers. However, neither Declarant nor the Association nor any supplier of any utility or service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them or their respective agents, employees, servants or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation or repair of any facility in any such easement area.

8.5. Title to Easement and Appurtenances Not Conveyed Title to any Lot conveyed by Declarant by contract, deed or other conveyance shall not be held or construed in any event to include the title to any roadways or Common Properties or any drainage, water, gas, sewer, storm sewer, electrical light, electrical power, telegraph or telephone way, or any pipes, lines poles or conduits on or in any utility facility or appurtenances thereto, constructed by or under Declarant or its agents through, along or upon any Lot or any part thereof to serve said Lot or any other portion of the Property, and the right to maintain, repair, sell, or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party is hereby expressly reserved in Declarant.

8.6 Greenbelt or Amenity Areas Each Owner shall have an easement of use and enjoyment in and to all Greenbelt or Amenity Areas which shall be appurtenant to and shall pass with title to such Owner's Lot, subject to the following provisions:

- A. The right of the Association to suspend the Owner's voting rights and right to use the Greenbelt or Amenity Areas for any period, during which any Assessment against such Owner's Lot remains unpaid, and for any period during which the Owner is in violation of the rules and regulations of the Association, unless such remedy is barred by law; and
- B. The right of the Association to dedicate or transfer all or any part of the Greenbelt or Amenity Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by a majority vote of the Members;
- C. The right of the Association to borrow money for the purpose of improving the Greenbelt or Amenity Areas and, in furtherance thereof, to mortgage the Greenbelt or Amenity Areas, all in accordance with the Articles and Bylaws;
- D. The right of the Association to make reasonable rules and regulations regarding the use of the Greenbelt or Amenity Areas and any facilities thereon; and
- E. The right of the Association to contract for services with third parties on such terms as the Association may determine.

ARTICLE IX
GENERAL PROVISIONS

9.1 Term This Declaration, including all of the covenants, conditions, and restrictions hereof, shall run until January 1, 2035, unless amended as herein provided. After January 1, 2035, this Declaration, including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished at any time thereafter by a written instrument executed by the Owners, excluding Declarant, of at least seventy-five percent (75%) of the Lots within the Property then subject to this Declaration.

9.2 Nonliability of Board and Architectural Review Committee Members Neither Declarant, the Architectural Review Committee, nor any voting member or non-voting advisory member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any Owner or to any other person for any loss, damage or injury arising out of their being in any way connected with the performance of Declarant's, the Architectural Review Committee's or the Board's respective duties under this Declaration unless due to the willful misconduct, gross negligence or bad faith of Declarant, the Architectural Review Committee or its members or the Board or its members, as the case may be. Neither Declarant, the Architectural Review Committee nor the members thereof shall be liable to any Owner due to the construction of any Improvement within the Property.

9.3 Amendment

- A. By Declarant This Declaration or any Amended or Supplemental Declaration may no longer be amended by Declarant, for any reason.

- B. By Owners This Declaration may be amended only by the recording of an appropriate instrument in the Official Records of Bexar County, Texas, executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by the Members entitled to cast at least sixty-seven percent (67%) of the number of votes entitled to be cast pursuant to Section 5.3 hereof.

9.4 Notices Any notice permitted or required to be given by this Declaration shall be in writing and may be delivered either personally or by certified mail, return receipt requested. If delivery is made by certified mail, it shall be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time-to-time by notice in writing given by such person to the Association.

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

9.6 Mergers and Consolidations The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that any such merger, consolidation or annexation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than sixty-seven percent (67%) of the votes of the Association.

9.7 Exemption of Declarant Whereas the Declarant was initially exempt from the control or oversight of the Architectural Review Committee pursuant to the terms of the Original Declaration, such exemption is hereby revoked, in full and without exception.

9.8 OMITTED.

9.9 Enforcement and Nonwaiver

- A. Right of Enforcement Except as otherwise provided herein, any Owner (including Declarant) at his own expense, and/or the Board shall have the right to enforce all of the provisions of the Estancia Restrictions and the Rules. All claims, demands, disputes, differences, controversies and misunderstandings arising under, out of in connection with or in relation to this Declaration shall be submitted to, and shall be determined by binding arbitration in accordance with, the provisions of the Texas Uniform Arbitration Act, V.T.C.A., Civ. Prac. & Rem. Code § to 171.020.
- B. Nonwaiver The failure to enforce any provision of the Estancia Restrictions and the Estancia Rules at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of said restrictions.

- C. Liens The Association shall have the right, when appropriate in its judgment, to claim or impose a lien upon any Lot or improvement constructed thereon in order to enforce any right or effect compliance with this Declaration.

9.10 Construction

- A. Restrictions Severable The provisions of the Estancia Restrictions and the Estancia Rules shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not, affect the validity or enforceability of any other provision or portion thereof.
- B. Singular Includes Plural Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.
- C. Captions All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise effect that which is set forth in any of the paragraphs, sections or articles hereof.

9.11 Disclaimer by Declarant

EXCEPT AS SPECIFICALLY STATED HEREIN, NEITHER THE DECLARANT NOR THE ASSOCIATION HAVE MADE, HEREBY MAKE AND DISCLAIM THE MAKING OF ANY AND ALL WARRANTIES, GUARANTIES, OR REPRESENTATIONS, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS, TO, OR CONCERNING (I) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, SOIL, GEOLOGY AND THE SUITABILITY THEREOF, AND OF THE PROPERTY, FOR ANY AND ALL ACTIVITIES AND USES WHICH OWNER MAY ELECT TO CONDUCT THEREON OR ANY IMPROVEMENTS ANY OWNER MAY ELECT TO CONSTRUCT THEREON, EXPENSES TO BE INCURRED WITH RESPECT THERETO, OR ANY OBLIGATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE SAME; (II) THE MANNER OF CONSTRUCTION AND CONDITION OF ANY OF THE IMPROVEMENTS ON COMMON AREAS CONSTRUCTED BY DECLARANT; AND (III) THE DESIGNATION OR LOCATION OF GREENBELT OR COMMON AREAS OR THE TYPE OR NATURE OF ANY AMENITIES OR IMPROVEMENTS THAT COULD BE CONSTRUCTED THEREON OTHER THAN ANY AMENITIES OR IMPROVEMENTS SHOWN ON ANY RECORDED PLAT. THE ASSOCIATION FURTHER RESERVES THE RIGHT TO DESIGNATE WHICH OWNERS HAVE THE RIGHT TO USE ANY AMENITIES OR IMPROVEMENTS CONSTRUCTED IN OTHER PHASES OF THE DEVELOPMENT.

THE FOREGOING CONSIDERED, WE, THE UNDERSIGNED hereby certify that all conditions precedent for amending the prior dedicatory instruments affecting the Estancia Subdivision of Bexar County, Texas, have The foregoing Second Amended Declaration of Covenants, Conditions and Restrictions for the Estancia Subdivision and the Estancia Home Owner's Association., Inc. is effective upon recordation in the Public Records of Bexar County, Texas. Except as same may be affected by this instrument, all other provisions contained within the

Association's Declaration or any other dedicatory instruments of the Association shall remain in full force and effect.

OWNERS' SIGNATURES APPEAR ON FOLLOWING PAGES

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

IN WITNESS WHEREOF, JAMES CATE and MONICA CATE, the Owners of Lot 1 in the Estancia subdivision, have executed this Declaration as of the date shown.

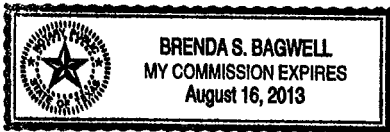
James Cate
JAMES CATE
Monica Cate
MONICA CATE

Date: 10/31, 2012

Date: 10-31-, 2012

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

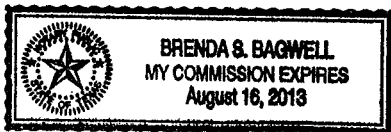
This instrument was acknowledged before me on this 31 day of October 2012, by JAMES CATE.



B. S. Bagwell
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 31 day of October 2012, by MONICA CATE.



B. S. Bagwell
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF BEXAR §

IN WITNESS WHEREOF, RICHARD TAVERNA and MELANIE TAVERNA, the Owners of Lot 3 in the Estancia subdivision, have executed this Declaration as of the date shown.

[Signature]
RICHARD TAVERNA

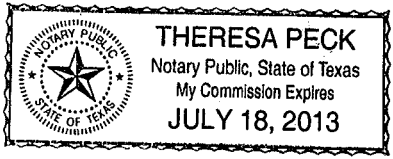
Date: Oct 22, 2012

[Signature]
MELANIE TAVERNA

Date: Oct 30, 2012

STATE OF TEXAS §
COUNTY OF BEXAR §

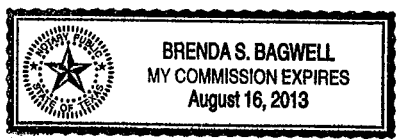
This instrument was acknowledged before me on this 22 day of October, 2012, by RICHARD TAVERNA.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF BEXAR §


This instrument was acknowledged before me on this 30 day of October, 2012, by MELANIE TAVERNA.



[Signature]
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

IN WITNESS WHEREOF, JAMES KARLAK and EMILY KARLAK, the Owners of Lot 4 in the Estancia subdivision, have executed this Declaration as of the date shown.



JAMES KARLAK

Date: Oct 30, 2012

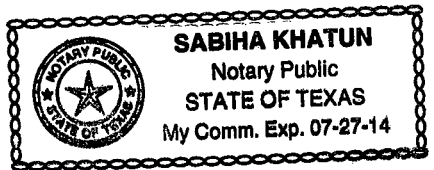



EMILY KARLAK

Date: Oct 30, 2012

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 30th day of October 2012, by JAMES KARLAK.

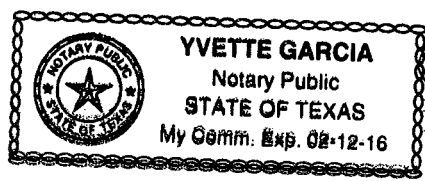


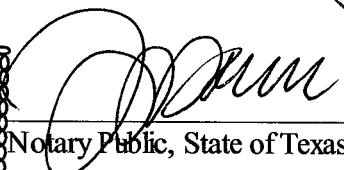


Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 30 day of October 2012 2012, by EMILY KARLAK.





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

IN WITNESS WHEREOF, GARY HELWIG and SUZANNE HELWIG, the Owners of Lot 5 in the Estancia subdivision, have executed this Declaration as of the date shown.

Gary Helwig
GARY HELWIG

Date: Oct. 22, 2012

Suzanne J. Helwig
SUZANNE HELWIG

Date: Oct 22, 2012

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

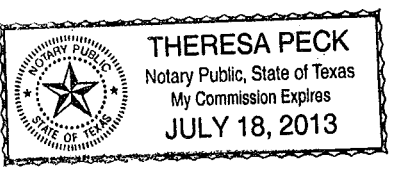
This instrument was acknowledged before me on this 22 day of October 2012, by GARY HELWIG.



Theresa Peck
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on this 22 day of October 2012, by SUZANNE HELWIG.



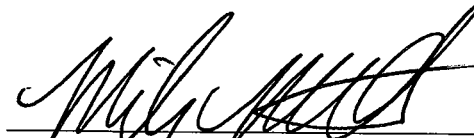
Theresa Peck
Notary Public, State of Texas

STATE OF TEXAS §

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COUNTY OF BEXAR §

IN WITNESS WHEREOF, MIKE MARTEL, the Owner of Lots 7 and 8 in the Estancia subdivision, has executed this Declaration as of the date shown.



MIKE MARTEL

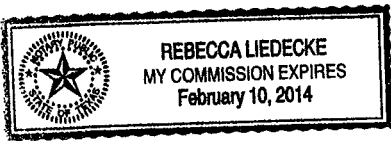
Date: 10-29, 2012


STATE OF TEXAS §

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COUNTY OF BEXAR §

This instrument was acknowledged before me on this 25 day of October 2012, by MIKE MARTEL.





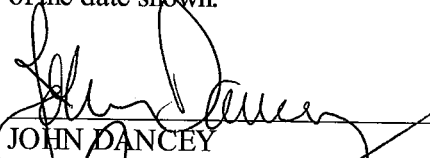
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF BEXAR

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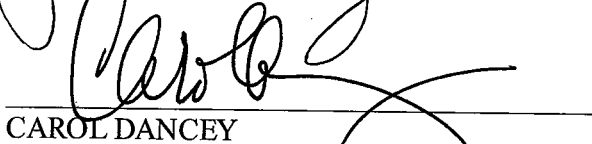
**Note: This signature page
represents the
Declarant's Five (5) votes**

IN WITNESS WHEREOF, JOHN DANCEY and CAROL DANCEY, the Owners of Lot 9 in the Estancia subdivision, have executed this Declaration in their individual capacities, as well as in their capacities as the original Developer (or "Declarant") of and for the Estancia subdivision, as of the date shown.



JOHN DANCEY

Date: 10-31, 2012



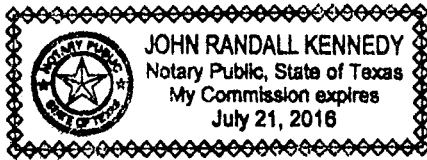
CAROL DANCEY

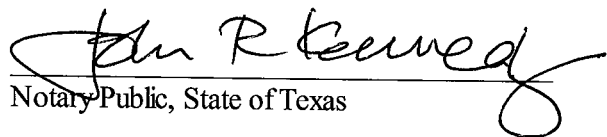
Date: 10/31, 2012

STATE OF TEXAS
COUNTY OF BEXAR

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This instrument was acknowledged before me on this 31st day of October 2012, by JOHN DANCEY, appearing both in his individual capacity, as well as in his capacity as the original Developer (or "Declarant") of and for the Estancia subdivision.



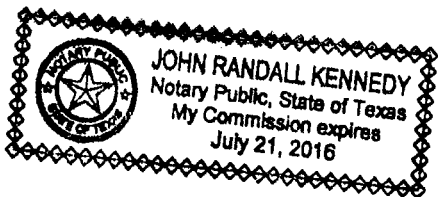


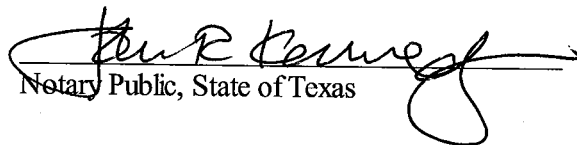
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF BEXAR

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This instrument was acknowledged before me on this 31st day of October 2012, by CAROL DANCEY, appearing both in her individual capacity, as well as in her capacity as the original Developer (or "Declarant") of and for the Estancia subdivision.

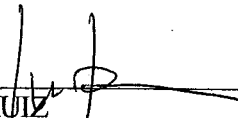




Notary Public, State of Texas


STATE OF TEXAS §
 §
COUNTY OF BEXAR §

IN WITNESS WHEREOF, JAMES RUIZ and AMELIA RUIZ, the Owners of Lot 10 in the Estancia subdivision, have executed this Declaration as of the date shown.



JAMES RUIZ

Date: Oct. 26, 2012

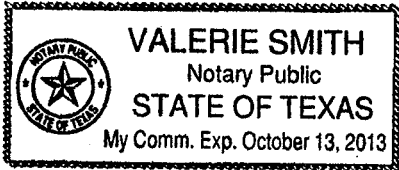



AMELIA RUIZ

Date: Oct. 26, 2012

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 26th day of October 2012, by JAMES RUIZ.

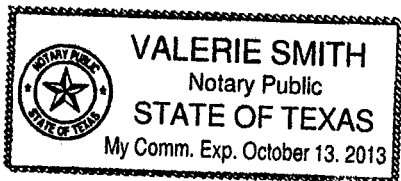





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 26th day of October 2012, by AMELIA RUIZ.

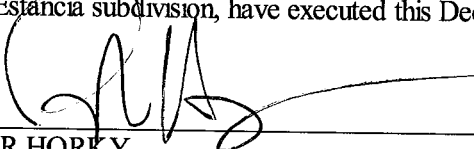




Notary Public, State of Texas

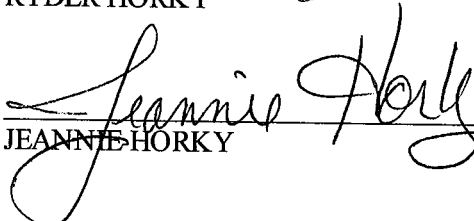
STATE OF TEXAS §
 §
COUNTY OF BEXAR §

IN WITNESS WHEREOF, RYDER HORKY and JEANNIE HORKY, the Owners of Lot 12 in the Estancia subdivision, have executed this Declaration as of the date shown.



RYDER HORKY

Date: 10-29, 2012

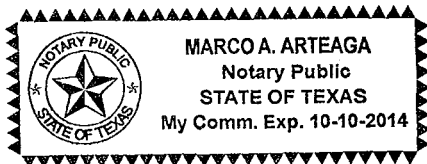


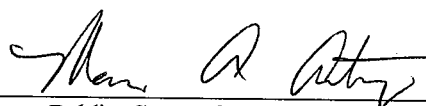
JEANNIE HORKY

Date: 10-29, 2012

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 29th day of October 2012, by RYDER HORKY.

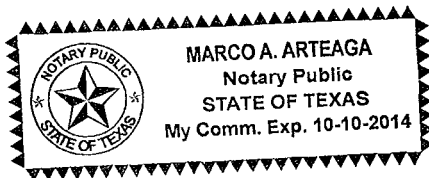


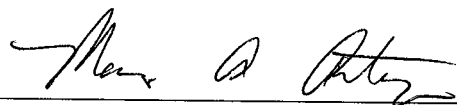


Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 29th day of October 2012, by JEANNIE HORKY.





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

IN WITNESS WHEREOF, DAN BAGWELL and BRENDA BAGWELL, the Owners of Lot 13 in the Estancia subdivision, have executed this Declaration as of the date shown.

Dan M Bagwell
DAN BAGWELL

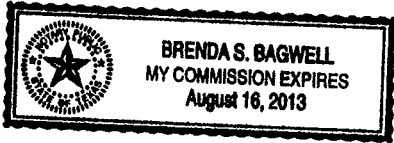
Date: 10/29, 2012

Brenda Bagwell
BRENDA BAGWELL

Date: 10/29, 2012

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

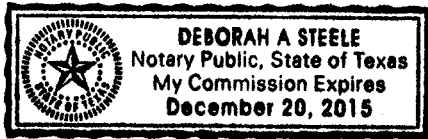
This instrument was acknowledged before me on this 29 day of October 2012, by DAN BAGWELL.



Brenda S Bagwell
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 29th day of October 2012, by BRENDA BAGWELL.



Deborah A Steele
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

IN WITNESS WHEREOF, NEWSTAR PROPERTIES, LTD., the Owner of Lot 14 in the Estancia subdivision, by and through its Authorized Agent, ERIK SIMPSON, has executed this Declaration as of the date shown.

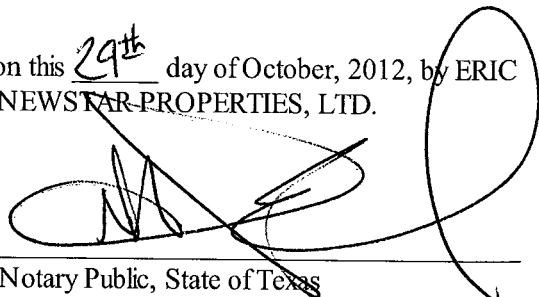


ERIK SIMPSON

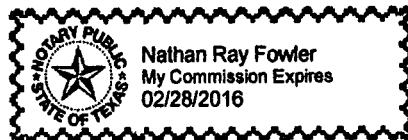
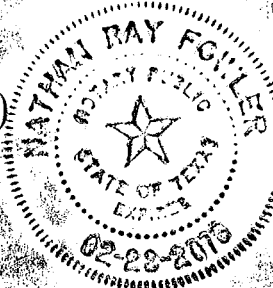
Date: October 29th, 2012

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 29th day of October, 2012, by ERIK SIMPSON, in his capacity as the Authorized Agent for NEWSTAR PROPERTIES, LTD.



Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF BEXAR §

IN WITNESS WHEREOF, JESSE SALAZAR and BETTY SALAZAR, the Owners of Lot 15 in the Estancia subdivision, have executed this Declaration as of the date shown.

Jesse Salazar
JESSE SALAZAR

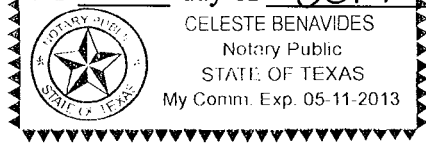
Date: 29 Oct, 2012

Betty Salazar
BETTY SALAZAR

Date: 29 Oct, 2012

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

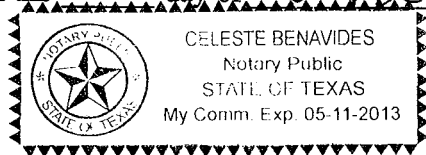
This instrument was acknowledged before me on this 29th day of October 2012, by JESSE SALAZAR.



Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 29th day of October 2012, by BETTY SALAZAR.



Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF BEXAR §

IN WITNESS WHEREOF, KAMBIZ BAHRAMI and DERVA BAHRAMI, the Owners of Lot 16 in the Estancia subdivision, have executed this Declaration as of the date shown.

Kambiz Bahrami
KAMBIZ BAHRAMI

Date: 3 Nov, 2012

Deriva Bahrami
DERVA BAHRAMI

Date: 3/11, 2012

STATE OF TEXAS §
COUNTY OF BEXAR §

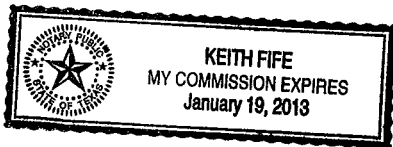
This instrument was acknowledged before me on this 3 day of NOVEMBER 2012, by KAMBIZ BAHRAMI.



Keith Fife
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 3 day of NOVEMBER 2012, by DERVA BAHRAMI.



Keith Fife
Notary Public, State of Texas

AFTER RECORDATION PLEASE RETURN TO:

CHRISTOPHER J. WEBER, LLC
Cemetery Hill
9150 Dietz-Elkhorn Road

Any provision herein which restricts the sale, 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 this 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 08 2012



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS