

AFTER RECORDING RETURN TO:



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THE RIDGE AT SONOMA VERDE

DEVELOPMENT AREA DECLARATION

[UNIT 4 - 80 FOOT LOTS]

Declarant: TOLL SAN ANTONIO TX, LLC, a Texas limited liability company

Cross reference to The Ridge at Sonoma Verde Master Covenant, recorded as Document No. 20060138589, Official Public Records of Bexar County, Texas, and that certain The Ridge of Sonoma Verde Master Covenant Notice of Applicability [Unit 4 - 80 Foot Lots], recorded contemporaneously herewith in the Official Public Records of Bexar County, Texas. The terms and provisions of the aforementioned documents also apply to the Development Area encumbered by this Development Area Declaration.

Table of Contents

ARTICLE 1 DEFINITIONS	2
1.01 Defined Terms.....	2
1.02 General Definitions	3
ARTICLE 2 GENERAL RESTRICTIONS	3
2.01 Subdividing	3
2.02 Hazardous Activities	3
2.03 Insurance Rates	4
2.04 Mining and Drilling.....	4
2.05 Noise	4
2.06 Animals - Household Pets	4
2.07 Rubbish and Debris	5
2.08 Maintenance and Use	5
2.09 Antennae	6
2.10 Location of Permitted Antennas.....	6
2.11 Signs.....	7
2.12 Tanks.....	7
2.13 Temporary Structures.....	7
2.14 Unsightly Articles; Vehicles	8
2.15 On Street Parking; Use of Common Area	8
2.16 Mobile Homes, Travel Trailers and Recreational Vehicles	8
2.17 Basketball Goals; Permanent and Portable	9
2.18 Compliance with Association Restrictions	9
2.19 Liability of Owners for Damage to Common Area, Special Common Area and Development Common Area.....	10
2.20 No Tennis or Recreational Courts; Playscapes	10
2.21 No Warranty of Enforceability.....	10
2.22 Declarant Exemption.....	10
ARTICLE 3 USE AND CONSTRUCTION RESTRICTIONS	10
3.01 Design Guidelines	10
3.02 Approval for Construction	11
3.03 Use	11
3.04 Rentals.....	11
3.05 Garages.....	12
3.06 Fences.....	12
3.07 Alteration or Removal of Improvements	13
3.08 Garbage Containers.....	13
3.09 Drainage	13
3.10 Construction Activities.....	13
3.11 Masonry Requirements	14
3.12 Minimum Square Footage.....	14
3.13 Landscaping	14
3.14 Roofing.....	14
3.15 Swimming Pools	14
3.16 Declarant Permitted to Retain Guest Houses	14
3.17 Clotheslines; Window Air Conditioners	14
3.18 Dumping.....	15
3.19 Restriction on Use of Common Area	15
3.20 Declarant Exemption.....	15

ARTICLE 4 INSURANCE AND CONDEMNATION	15
4.01 Insurance	15
4.02 Restoration	16
4.03 Mechanic’s and Materialmen’s Lien.....	16
ARTICLE 5 MORTGAGEE PROVISIONS	17
5.01 Notice of Action.....	17
5.02 Examination of Books.....	17
5.03 Taxes, Assessments and Charges	17
ARTICLE 6 DEVELOPMENT.....	17
6.01 Addition of Land	17
6.02 Withdrawal of Land	18
ARTICLE 7 GENERAL PROVISIONS	18
7.01 Owner’s Maintenance Easement	18
7.02 Landscape Easement for Certain Lots.....	19
7.03 Duration.....	19
7.04 Amendment.....	20
7.05 Notices.....	20
7.06 Interpretation	20
7.07 Gender.....	20
7.08 Assignment of Declarant’s Rights.....	20
7.09 Enforcement and Nonwaiver.....	20
7.10 Construction	21

**DEVELOPMENT AREA DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
SONOMA VERDE, UNIT 4 – 80 FOOT LOTS**

This Development Area Declaration of Covenants, Conditions and Restrictions Sonoma Verde, Unit 4 – 80 Foot Lots (the “**Declaration**”) is made by **TOLL SAN ANTONIO TX, LLC**, a Texas limited liability company, the successor in interest to **TOLL TX VI, L.P.**, a Texas limited partnership (“**Declarant**”), and is as follows:

RECITALS

A. Declarant is the owner of Lots 1-3, Block 16, Lots 40-48, Block 16, Lots 81-120, Block 16, Lots 1-62, Block 18 and Lots 1-42, Block 19, located within Sonoma Verde, Unit 4, a subdivision (the “**Subdivision**”) located in Bexar County, Texas, according to the map or plat thereof recorded in as Document No. 20080016439 in the Official Public Records of Bexar County, Texas (the “**Development Area**”).

B. Pursuant to that one certain The Ridge at Sonoma Verde Master Covenant Notice of Applicability [Unit 4 – 80 Foot Lots], recorded contemporaneously herewith in the Official Public Records of Bexar County, Texas, the Development Area is subject to the terms and provisions of that certain The Ridge at Sonoma Verde Master Covenant, recorded as Document No. 20060138589 in the Official Public Records of Bexar County, Texas (the “**Master Covenant**”).

A Development Area is a portion of the Sonoma Verde development which has actually been made subject to the terms and provisions of the Master Covenant and a Development Area Declaration. A Development Area may correspond to one or all of the lots reflected on a recorded plat. A Development Area Declaration includes specific restrictions which apply to the Development Area. In order to determine what restrictions apply to your lot, you must consult the terms and provisions of the Master Covenant, the terms and provisions of any notice of applicability covering your lot, and the Development Area Declaration which includes the Development Area where your lot is located.

C. Declarant intends for this Declaration to serve as one of the Development Area Declarations permitted under the Master Covenant and desires that the Development Area described and identified in Recital A hereinabove will constitute one of the Development Areas which is permitted, contemplated and defined under the Master Covenant.

D. Declarant desires to create upon the Development Area a residential community and carry out a uniform plan for the improvement and development of the Development Area for the benefit of the present and all future owners thereof.

E. Declarant desires to provide a mechanism for the preservation of the community and for the maintenance of common areas and, to that end, desires to subject the Development Area to the Master Covenants, conditions, and restrictions set forth in this Declaration for the benefit of the Development Area, and each owner thereof, which will be in addition to the Master Covenants, conditions, and restrictions set forth in the Master Covenant.

NOW, THEREFORE, it is hereby declared: (i) that all of the Development Area will be held, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions which will run with the Development Area and will be binding upon all parties having right, title, or interest in or to the Development Area or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to the Development Area, or any portion thereof, will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed; and (iii) that this Declaration will supplement and be in addition to the Master Covenant, conditions, and restrictions of the Master Covenant.

ARTICLE 1 DEFINITIONS

1.01 Defined Terms. Unless the context specifies or requires otherwise, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

"Declarant" means TOLL SAN ANTONIO TX, LLC, a Texas limited liability company, its successors or assigns; provided that any assignment(s) of the rights of TOLL SAN ANTONIO TX, LLC, as Declarant, must be expressly set forth in writing and recorded in the Official Public Records of Bexar County, Texas.

The "Declarant" is the party who causes the Development Area to be developed for actual residential use. Declarant enjoys special privileges to help protect its investment in the Development Area. These special rights are described in this Declaration. Many of these rights do not terminate until Declarant either: (i) has sold all Lots which are included in the Development Area; or (ii) voluntarily terminates these rights by a written instrument recorded in the Official Public Records of Bexar County, Texas.

"Master Covenant" means that certain The Ridge at Sonoma Verde Master Covenant, recorded in Document No. 20060138589 in the Official Public Records of Bexar County, Texas, as the same may be amended or supplemented from time to time.

1.02. General Definitions. Unless the context specifies or requires otherwise, capitalized terms used but not defined in this Declaration are used and defined as they are used and defined in the Master Covenant.

ARTICLE 2 GENERAL RESTRICTIONS

All of the Development Area will be owned, held, encumbered, leased, used, occupied, and enjoyed subject to the following limitations and restrictions:

2.01 Subdividing. No Lot may 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 Sonoma Verde Reviewer provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Sonoma Verde Reviewer.

2.02 Hazardous Activities.

(a) No activities may be conducted on or within the Development Area and no Improvements constructed on any portion of the Development which, in the opinion of the Sonoma Verde Reviewer, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, activities that are expressly prohibited include (1) the use or discharge of firearms or fireworks upon any portion of the Development Area, unless discharged in conjunction with an event approved in advance by the Board; (2) the use of storage of gasoline, oil or any similar type of flammable liquids in other than closed tanks with capacities of five (5) gallons or less within an enclosed structure or permanently screened from view; provided, however, only such liquids and gases as are customarily used for residential purposes shall be allowed within the Development Area; (3) any activities which may be offensive or hazardous by reason of odor, fumes, dust, smoke, noise, vibration or pollution, or which are hazardous by reason of excessive danger, fire or explosion; (4) hunting or trapping; (5) open fires, except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes; (6) the use of bows and arrows, crossbows, slingshots, darts or other projective devices; or (7) the discharge or leakage of any type of hazardous or toxic chemical or material, such as oil, fertilizers, pesticides or herbicides; provided, however, only such materials as are customarily used for residential purposes shall be allowed within the Development Area. No portion of the Development Area may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

(b) No fertilizers, pesticides or herbicides other than those generally available for consumer use and approved by an agency, such as the Food and Drug Administration, for the purpose intended shall be placed, used or stored on any Lot. All Owners using any such materials shall strictly comply with all instructions provided with such materials and shall take

proper precautions placing, using and storing such materials so that such materials are contained at all times and do not result in the unnecessary discharge thereof onto any other Lot.

2.03 Insurance Rates. Nothing may be done or kept on the Development Area which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance on the Common Area, the Improvements located thereon, without the prior written approval of the Board.

2.04 Mining and Drilling. No portion of the Development Area may 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. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted by Declarant or Declarant permitted assigns in conjunction with the construction of Improvements and/or the development of the Development Area . Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the Sonoma Verde Reviewer which are required to provide water to all or any portion of the Development Area. All water wells must be approved in advance by any applicable regulatory authority.

2.05 Noise. No horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) may be located, used, or placed on any of the Development Area. No noise or other nuisance will be permitted to exist or operate upon any portion of the Development Area so as to be offensive or detrimental to any other portion of the Development Area or to its occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Association may (but will not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm).

2.06 Animals - Household Pets. No animals, including pigs, hogs, swine, 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 Development Area. No Owner may keep more than four (4) cats and dogs, in the aggregate, of which no more than two (2) can be dogs.. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Development Area other than within the Owner's residence, or the fenced yard space associated therewith, unless confined to a leash. The Association may restrict pets to certain areas on the Development Area. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Development Area, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. No pet may be left unattended in yards, porches or other outside area. All pet waste will be removed and appropriately disposed

of by the owner of the pet. All pets must be registered, licensed and inoculated as required by law. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Development Area.

2.07 Rubbish and Debris. No rubbish or debris of any kind may be placed or permitted to accumulate on or within the Development Area, and no odors will be permitted to arise therefrom so as to render all or any portion of the Development Area unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view of all adjacent property and public and private rights-of-way; provided, however, that garbage containers shall be permitted to be placed outside of enclosed structures and may be removed from screened areas a maximum of two (2) times each week, for no longer than twelve (12) hours each time for garbage collection. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.08 Maintenance and Use. No Owner or Tenant shall carry on, or permit to be carried on, any practice on his Lot or on the Development Area which unreasonably interferes with the quiet enjoyment and proper use of another Owner of his Lot or the Common Area, or which creates or results in a hazard or nuisance on the Development Area. The Owner of each Lot will have the duty and responsibility, at its sole cost and expense, to keep such Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Sonoma Verde Reviewer, in its sole discretion, will determine whether a violation of the maintenance obligations set forth in this *Section 2.08* has occurred. Such maintenance includes, but is not limited to the following, which must be performed in a timely manner, as determined by the Sonoma Verde Reviewer, in its sole discretion:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Lawn mowing.
- (iii) Tree and shrub pruning.
- (iv) Watering.
- (v) Keeping exterior lighting and mechanical facilities in working order.
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (vii) Keeping sidewalks and driveways in good repair.

- (viii) Complying with all government, health and police requirements.
- (ix) Repainting of all Improvements.
- (x) Repair of exterior damage, and wear and tear to Improvements.

2.09 Antennae. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any solar energy system, may be erected, maintained or placed on a Lot without the prior written approval of the Sonoma Verde Reviewer; provided, however, that:

(i) an antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "Permitted Antennas") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Sonoma Verde Reviewer, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development Area.

2.10 Location of Permitted Antennas. A Permitted Antenna may be installed solely on the Owner's Lot and may not encroach upon any street, Common Area, Special Common Area, or any other portion of the Development Area. A Permitted Antenna may be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Development Area and the Property, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Sonoma Verde Reviewer are as follows:

(i) Attached to the back of the residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(ii) Attached to the side of the residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Sonoma Verde Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

Satellite dishes one meter or less in diameter, e.g., DirectTV or Dish satellite dishes, are permitted, HOWEVER, you are required to comply with the rules regarding installation and placement. These rules and regulations may be modified by the Sonoma Verde Reviewer from time to time. Please contact the Sonoma Verde Reviewer for the current rules regarding installation and placement.

2.11 Signs. No sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Sonoma Verde Reviewer, except for:

- (i) signs which are part of Declarant's overall marketing or construction plans or activities for the Development Area;
- (ii) permits as may be required by legal proceedings; and
- (iii) permits as may be required by any governmental entity.

An Owner will be permitted to post a "no soliciting" sign near or on the front door to the residence constructed on the Lot, provided, that the sign not exceed twenty-five (25) square inches.

2.12 Tanks. The Sonoma Verde Reviewer must approve any tank used or proposed in connection with a single-family residential structure, including tanks for storage of fuel, water, oil, or LPG, and including swimming pool filter tanks. No elevated tanks of any kind may be erected, placed or permitted on any Lot without the advance written approval of the Sonoma Verde Reviewer. All tanks must be screened so as not to be visible from any other portion of the Development Area or the Property. This provision will not apply to a tank used to operate a standard residential gas grill.

2.13 Temporary Structures. No tent, shack, or other temporary building, improvement, or structure may be placed upon the Development Area without the prior written approval of the Sonoma Verde Reviewer; 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 Declarant, approval to include the nature, size, duration, and location of such structure. Any outbuilding permitted hereunder may not be used for habitation, no window heating or air conditioning unit may be installed to serve any permitted outbuilding, and no utilities, including electricity, gas, cable, or telephone, may be extended to serve any permitted outbuilding. The Sonoma Verde Reviewer will be entitled to determine, in its sole and absolute discretion, whether an outbuilding constructed on any Lot complies with the foregoing requirements.

2.14 Unsightly Articles; Vehicles. No article deemed to be unsightly by the Sonoma Verde Reviewer shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all terrain vehicles 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 Development Area shall have sufficient garage space, as approved by the Sonoma Verde Reviewer, to house all vehicles to be kept on the Lot. Notwithstanding the foregoing provision, all terrain vehicles, motor scooters, and motorized mini-bikes may not be used on the Development Area or on any road or street within the Development Area. Lot Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Development Area or the Property for any period in excess of seventy-two (72) hours. Service areas, storage areas, compost piles shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Development Area except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any roadway within the Development Area.

Recreational vehicles, i.e., motor homes, may not be parked or stored in such manner as to be visible from any other portion of the Development Area or the Property for any period in excess of forty-eight (48) consecutive hours during each three (3) month period.

No garage may be permanently enclosed or otherwise used for habitation unless approved in advance by the Sonoma Verde Reviewer.

2.15 On Street Parking; Use of Common Area. No vehicle may be parked on any road or street within the Development Area for more than twenty-four (24) hours unless in the event of an emergency. "Emergency" for purposes of the foregoing sentence shall mean an event which jeopardizes life or property. "Parked" as used herein shall be defined as a vehicle left unattended by a licensed operator for more than thirty (30) consecutive minutes. Except as otherwise designated by Declarant or the Board, motor vehicles including, but not limited to, mini-bikes, snowmobiles and motorcycles, may not be driven on the Common Area by any Unit Owner, occupant or guest.

2.16 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes may be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time so as to be visible from adjoining property or from public or private thoroughfares at any time.

2.17 Basketball Goals; Permanent and Portable. Permanent basketball goals are not permitted to be placed on any Lot. Portable basketball goals are permitted but must be stored in the rear of the Lot or inside garage from sundown to sunrise. Basketball goals must be properly maintained and painted, with the net in good repair. All basketball goals must be approved by the Sonoma Verde Reviewer prior to being placed on any Lot.

2.18 Compliance with Association Restrictions. Each Owner shall maintain their Lot and any and all Improvements thereon in a safe, clean and sanitary manner and condition and in good order and repair. Each Owner, Resident, and their family, occupants of a residence, tenants, and the guests, invitees, and licensees of the preceding must comply strictly with the provisions of the Association Restrictions, the Master Covenant and Bylaws as the same may be amended from time to time. Failure to comply with any of the Association Restrictions will constitute a violation of the Association Restrictions may result in a fine against the Owner or Resident in accordance with *Section 5.13* of the Master Covenant, and will give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by Declarant, the Manager, the Board on behalf of the Association, the Sonoma Verde Reviewer, or by an aggrieved Owner. Without limiting any rights or powers of the Association, the Board may (but will not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Association Restrictions, and the Owner whose violation has been so remedied will be personally liable to the Association for all costs and expenses of effecting (or attempting to effect) such remedy. The Association shall have the right (but not the obligation) to enter upon a Lot to maintain such Lot or Improvements located thereon after giving the Owner at least fifteen (15) days written notice to cure any maintenance problems or deficiencies. In the event that the Association exercises its right of entry for maintenance purposes, the Association shall have the right to assess the particular Owner for the cost of such maintenance. The Association, by its Board, shall have the right to establish Rules and Regulations governing the maintenance of any Lot or Improvement. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot will be secured by the liens reserved in the Master Covenant and/or this Declaration for Assessments and may be collected by any means provided in the Master Covenant and/or this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner will indemnify and hold harmless the Association and its officers, directors, committee members, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this *Section 2.18* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

If you fail to comply with the Association Restrictions, including the Master Covenant, this Declaration, the Design Guidelines, and any rules adopted by your association, you can be fined or a claim may be pursued against you in court.

2.19 Liability of Owners for Damage to Common Area, Special Common Area and Development Common Area. No Owner or Resident may in any way alter, modify, obstruct, add to, store items in or on or otherwise perform any work upon the Common Area or Special Common Area without the prior written approval of the Board. Each Owner and/or Resident will be liable to the Association for any and all damages to: (i) the Common Area or Special Common Area and any improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner, or the Owner's family, or by any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner or Resident. The full cost of all repairs of such damage will be an assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided for in *Section 5.11* of the Master Covenant.

2.20 No Tennis or Recreational Courts; Playscapes. No tennis, recreational or sport courts shall be constructed on any Lot unless expressly approved by the Sonoma Verde Reviewer. The Sonoma Verde Reviewer may prohibit the installation of a tennis, recreational or sport court on any Lot. Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Sonoma Verde Reviewer. The Sonoma Verde Reviewer may prohibit the installation of playscapes or similar recreational facilities on any Lot.

2.21 No Warranty of Enforceability. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Declaration. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions will assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.22 Declarant Exemption. The provisions of this Article are intended to restrict certain uses that may be harmful or affect the ambience or aesthetic appeal of the Development Area. The restrictions are not intended to prohibit Declarant from performing such work as may be necessary in the completion of the work within the Development Area. The restrictions of this Article shall therefore not be binding upon Declarant in the performance of any of the work required in order to complete construction within the Development Area.

ARTICLE 3 USE AND CONSTRUCTION RESTRICTIONS

3.01 Design Guidelines. Any and all Improvements erected, placed, constructed, painted, altered, modified, or remodeled on any portion of the Development Area must strictly

comply with the requirements of the Design Guidelines, unless a variance is obtained pursuant to the Master Covenant. The Design Guidelines may be supplemented, modified, amended, or restated by the Sonoma Verde Reviewer as authorized by the Master Covenant and the Design Guidelines.

If adopted by Declarant or the Sonoma Verde Reviewer, Design Guidelines will include additional requirements applicable to the construction of Improvements within the Development Area. Each Owner is advised to ascertain whether Design Guidelines have been adopted for their Lot.

3.02 Approval for Construction. No Improvements may be constructed upon any Lot without the prior written approval of the Sonoma Verde Reviewer. Without limitation on the foregoing, no Owner shall erect or permit to be erected on any Lot any fence, in-ground pool, tennis court or other outdoor game court, storage shed or other exterior building, addition or improvement, without the prior written consent and design approval of Declarant until expiration or termination of the Development and Sale Period. Under no circumstances may any fences, hedges, fountain or mass plantings of any type be erected or planted in front of the front wall line of the residence constructed on a Lot. No aboveground pools may be erected or maintained at any time. Each Owner shall act to insure that the Development Area and his Lot remain open to light and air. As an example, no stockade fence or similar fence that blocks one's view or any other structure that will in any way prohibit free view of the Development Area will be permitted. The grading of any Lot shall not be changed in any manner that will cause an adverse effect on any adjacent Lot.

3.03 Use. All Lots, unless dedicated to the Association as Common Area or Special Common Area, must be improved and used solely for single family residential use, inclusive of one attached private garage for each residence constructed thereon, fencing and such other Improvements as are necessary or customarily incident to residential use. Each residence within the Development Area shall be occupied by no more persons than the maximum permitted by law. No commercial, industrial, recreational or professional activity not permitted by the present zoning or other applicable laws or ordinances, shall be pursued on any Lot at any time. If zoning regulations change to expand the scope of activities that Owners may pursue lawfully within the Lot, an Owner may apply to the Board for approval to commence the permitted use of his Lot. Each application shall be considered by the Board on an individual basis. Once the Board has given its approval to a particular use of a Lot, it may not revoke the approval as long as the nature and scope of the approved use remains unchanged. No Owner shall permit his Lot to be used or occupied for any prohibited purpose.

3.04 Rentals. Nothing in this Declaration will prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that: (i) all rentals must be for terms of at least six (6) months; and (ii) no portion of a Lot (other than the entire Lot) may be rented. All leases shall be in writing, and the Board will have the authority to approve all leases in advance. Each lease must provide, or be deemed to provide, that the

Board shall have the right to terminate the lease upon default by the tenant in observing any provisions of the Association Restrictions. The Board may deny permission to lease any Lot on any reasonable grounds the Board may find. The Board shall have the right to require all to deposit in escrow with the Association (in addition to any other deposits which may be required by the Owner so long as such additional deposit is not prohibited by law) an amount not to exceed one month's rental fee paid. Said deposit may be used by the Association to repair any damage to the Development Area resulting from acts or omission by the tenants (as determined in the sole discretion of the Board). Regardless of whether or not expressed in the applicable lease, all Owners shall be jointly and severally liable with the tenants of such Lot to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for any injury or damage to property caused by the negligence of the tenant of such Lot or for the acts or omissions of the tenant(s) of such Lot which constitute a violation of, or non-compliance with, the provisions of the Association Restrictions. All leases shall comply with and be subject to the provisions of the Association Restrictions and the provisions of same shall be deemed expressly incorporated into any lease of a Lot. This Section shall also apply to assignments and renewals of leases. No lease approved by the Board shall be amended or modified without the Board's approval. In making its determination as to whether to approve a lease of a Lot, the Board shall not discriminate on the grounds of race, gender, religion, national origin, familial status or physical or mental handicap; *provided, however*, nothing herein shall be construed to require the Association to furnish an alternate tenant to the Owner in the event the Board disapproves a lease or tenant. Upon entering into an agreement for the lease of a Lot, an Owner other than Declarant shall provide written notice to the Board, or its designee, of the lease agreement and furnish the names of the prospective tenant. The Board may require that the Owner deliver to the tenant, a copy of the Association Restrictions and obtain a written instrument executed by the tenant acknowledging receipt of the Restrictions which receipt will be provided to the Board. The Board shall have the right to charge an Owner a reasonable fee (not to exceed \$250.00) as determined by the Board for the processing of leases of Lots.

3.05 Garages. All garages must be approved in advance of construction by the Sonoma Verde Reviewer. The Improvements on each Lot must contain a private, enclosed garage capable of housing two (2) automobiles. Each garage will incorporate a two-car garage door. No carports or other open automobile storage units will be permitted. No garage may be permanently enclosed or otherwise used for habitation. The parking of vehicles in the yard of any Lot is not permitted.

3.06 Fences. The design, construction materials, height and location of all other fences must otherwise be approved by the Sonoma Verde Reviewer. In no event may any fence or wall be erected, placed or altered on a Lot nearer to the front street than the front wall of each residence constructed on a Lot and no hedge may be installed or maintained more than three (3) feet in front of the wall of each residence constructed on a Lot and closest to the front property line of the Lot. All fencing constructed on a Lot must be constructed solely of wrought iron, or powder coated steel painted black in lieu of wrought iron, and installed (if applicable) with the finished side visible from any street.

3.07 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 may be performed only with the prior written approval of the Sonoma Verde Reviewer. No Owner shall perform or permit to be performed any work to any portion of his Lot or Improvement, which work may require access to, over or through the Common Areas or other Lots without the prior consent of the Board except in case of an emergency. All such work may only be performed by a person who shall deliver to the Board prior to commencement of such work, in form satisfactory to the Board:

- (i) releases of the Board and the Association for all claims that such person may assert in connection with such work;
- (ii) indemnities of the Board and the Association, holding each and all of them harmless from and against any claims asserted for loss or damage to persons or property, including, but not limited to, Common Areas or other Lots;
- (iii) certificates of insurance, including liability and workmen's compensation coverage, in amounts and with companies reasonably acceptable to the Board; and
- (iv) all other information and protections which the Board may reasonably require.

3.08 Garbage Containers. The Sonoma Verde Reviewer will have the right to specify a specific location on each Owner's Lot in which garbage containers must be placed for trash collection service.

3.09 Drainage. There may be no interference with the established drainage patterns over any of the Development Area, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved by the Sonoma Verde Reviewer.

3.10 Construction Activities. This Declaration may not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Development Area. No Improvement constructed by Declarant need be approved in advance by the Sonoma Verde Reviewer. No such construction activities will 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 that construction upon any Lot does not conform to usual practices in the area as determined by the Sonoma Verde Reviewer in its sole good faith judgment, the Sonoma Verde Reviewer will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development Area or the Property, then the Sonoma Verde

Reviewer may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all expenses incurred in connection therewith.

3.11 Masonry Requirements. Unless otherwise expressly approved by the Sonoma Verde Reviewer, each residence, excluding porches, must be constructed of seventy-five percent (75%) brick, stone, or stucco (excluding cementitious siding products, e.g., "Hardi-Plank" or "Hardi-Panel"), exclusive of roofs, soffits, windows, gables, doors, garage doors and trim work.

3.12 Minimum Square Footage. The minimum square footage for each residence, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages, is two thousand five hundred (2,500) square feet. The maximum square footage for each residence, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages, is six thousand five hundred (6,500) square feet.

3.13 Landscaping. Prior to the occupancy of any single-family residence constructed upon any Lot: (i) the area between the front of the residence and the back of the curb of the street immediately adjacent to the front yard to a point ten feet (10') postern to the rear elevation of the residence must, exclusive of any sidewalk areas, be fully sodded with Saint Augustine grass, Bermuda grass, Prairie Buffalo grass, or an alternative grass approved in advance by the Sonoma Verde Reviewer; and (ii) a minimum of three (3) three-gallon shrubs or flowering plants and one (1) one and one-half inch caliper hardwood trees must be planted in the front yard of the Lot. The trees and shrubs to be planted must be approved in advance by the Sonoma Verde Reviewer.

3.14 Roofing. Each roof must be constructed of clay or concrete tile, non-reflective metal, slate, architectural dimensional heavyweight fireproof composition shingles in weathered wood or similar color, or other material expressly approved by the Sonoma Verde Reviewer. The color and composition of all roof materials, and the pitch of each roof, shall be expressly approved by the Sonoma Verde Reviewer.

3.15 Swimming Pools. Above-ground or temporary swimming pools are expressly prohibited.

3.16 Declarant Permitted to Retain Guest Houses. Declarant expressly reserves the right to retain one or more residences within the Development Area as a guest house, to be used and enjoyed by Declarant, its affiliates, employees, invitees, and licensees for any lawful purpose.

3.17 Clotheslines; Window Air Conditioners. No clotheslines and no outdoor clothes drying or hanging shall be permitted within the Development Area, nor shall anything be hung, painted or displayed on the outside of the windows (or inside, if visible from the outside) or placed on the outside walls or outside surfaces of doors of any of the residence, and no awnings, canopies or shutters (except for those heretofore or hereinafter installed by

Declarant) shall be affixed or placed upon the exterior walls or roofs of residences, or any part thereof, nor relocated or extended, without the prior written consent of the Sonoma Verde Reviewer. Window air conditioners are prohibited.

3.18 Dumping. No portion of the Development Area shall be used or maintained as a dumping ground for rubbish, trash, new or used lumber or wood, metal scrap, garbage or other waste, except that such material may be kept in areas of the Development Area designated for this purpose by Declarant (in connection with its construction) or by the Board, provided that these materials are kept in sanitary containers in a clean and sanitary condition. Owners shall place these containers for collection only in the designated areas and only on the day these refuse materials are to be collected. Empty containers shall be removed promptly after collection.

3.19 Restriction on Use of Common Area. The Board of Directors may prohibit or restrict the use of the Common Area from time to time, on a non-discriminatory basis, if and to the extent required for safety or other valid reasons.

3.20 Declarant Exemption. The provisions of this Article are intended to restrict certain uses that may be harmful or affect the ambience or aesthetic appeal of the Development Area. The restrictions are not intended to prohibit Declarant from performing such work as may be necessary in the completion of the work within the Development Area. The restrictions of this Article shall therefore not be binding upon Declarant in the performance of any of the work required in order to complete construction within the Development Area.

ARTICLE 4 INSURANCE AND CONDEMNATION

4.01 Insurance. Each Owner will be required to maintain insurance on the Improvements located upon such Owner's Lot, providing fire and extended coverage and all other coverage in the kinds and amounts commonly required by private institutional mortgage investors for Improvements similar in construction, location and use. Such insurance policies will be for the full insurable value of the Improvements constructed upon each Lot, will contain extended coverage and replacement costs endorsements, if reasonably available, and may also contain vandalism and malicious mischief coverage, special form endorsement, a stipulated amount clause and a determinable cash adjustment clause. The Association will not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board in its discretion may deem necessary. Insurance premiums for such policies will be a common expense to be included in the assessments levied by the Association, as the case may be. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

4.02 Restoration. In the event of any fire or other casualty, the Owner will promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within thirty (30) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this sentence will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1-1/2%) per month) will be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot will be secured by the liens reserved in the Master Covenant or this Declaration for Assessments and may be collected by any means provided in the Master Covenant and/or Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). **EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS SECTION 4.02, EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.**

4.03 Mechanic's and Materialmen's Lien. Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this *Article 5*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board and before the commencement of any reconstruction, repair, restoration or replacement, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 5 MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Development Area. The provisions of this Article apply to this Declaration and the Bylaws of the Association.

5.01 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates (thereby becoming an "Eligible Mortgage Holder"), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Development Area or which affects any Lot on which there is an Eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(ii) Any delinquency in the payment of assessments or charges owed for a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of this Declaration relating to such Lot or the Owner or occupant which is not cured within sixty (60) days; or

(iii) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(iv) Any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders.

5.02 Examination of Books. The Association shall permit Mortgagees to examine the books and records of the Association during normal business hours.

5.03 Taxes, Assessments and Charges. All taxes, assessments and charges that may become liens prior to first lien mortgages under applicable law shall relate only to the individual Lots and not to any other portion of the Development Area.

ARTICLE 6 DEVELOPMENT

6.01 Addition of Land. Declarant may, at any time and from time to time, add additional portions of the Property which are owned by Declarant to the Development Area and, upon the filing of a notice as hereinafter described, such portions of the Property will be considered part of the Development Area for purposes of this Declaration, and such portions of the Property will be subject to the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to

this Declaration will be the same with respect to such added land as with respect to the land originally covered by this Declaration. To add land to the Development Area, Declarant will be required only to record in the Official Public Records of Bexar County, Texas, a notice of addition of land (which notice may be contained within any notice of applicability filed pursuant to Section 9.05 of the Master Covenant) containing the following provisions:

- (A) A reference to this Declaration, which will include the recordation information thereof;
- (B) A statement that such land will be considered Development Area for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration will apply to the added land; and
- (C) A legal description of the added land.

6.02 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw land from the Development Area and remove and exclude from the burden of this Declaration: (i) any portion of the Development Area which has not been included in a plat; (ii) any portion of the Development Area included in a plat if Declarant owns all Lots described in such plat; and (iii) any portion of the Development Area included in a plat even if Declarant does not own all Lot(s) described in such plat, provided that Declarant obtains the written consent of all other Owners of Lot(s) described in such plat. Upon any such withdrawal and renewal this Declaration and the Master Covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Development Area withdrawn. To withdraw lands from the Development Area hereunder, Declarant will be required only to record in the Official Public Records of Bexar County, Texas, a notice of withdrawal of land containing the following provisions:

- (A) A reference to this Declaration, which will include the recordation information thereof;
- (B) A statement that the provisions of this Declaration will no longer apply to the withdrawn land; and
- (C) A legal description of the withdrawn land.

ARTICLE 7 GENERAL PROVISIONS

7.01 Owner's Maintenance Easement. On certain Lots within the Development Area, residences have been constructed such that one side of the residence rests directly on the boundary line of the adjoining Lot (each such Lot, a "Zero-Lot Line Lot"). Each Owner of a Zero-Lot Line Lot is hereby granted an easement over and across the adjoining Lot which is

nearest to his residence to the extent reasonably necessary to maintain or reconstruct improvements located upon such Owner's Zero-Lot Line Lot, subject to the consent of the Owner of the adjoining Lot, and provided that the Owner's use of the easement granted hereunder does not damage or materially interfere with the use of the adjoining Lot. The consent of the adjoining Owner will not be unreasonably withheld; however, the adjoining Owner may require that access to his Lot be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. If an Owner damages any improvements (including landscaping) located upon an adjoining Lot in exercising the easement granted hereunder, the Owner will be required to restore such improvements to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Owner is notified in writing of the damage by the Owner of the damaged improvements.

7.02 Landscape Easement for Certain Lots. An easement is hereby retained by the Declarant on behalf of the Association over and across the portion of real property from the rear Lot line of Lots 4-13, Block 18, Lot 24, Block 18, Lots 28-29, Block 18, Lots 54-59, Block 18 and Lots 1-15, Block 19 within the Subdivision (each a "Landscape Easement Lot") to a point that is five feet (5') from the rear lot line of such Landscape Easement Lots (each a "Landscape Easement Tract") for the purpose of maintaining, operating, repairing, removing, replacing and upgrading the landscaping and irrigation facilities (if any) upon, over, under and across the Landscape Easement Tract, together with the right of ingress and egress over, along and across each Landscape Easement Lot, including each Landscape Easement Tract, for the purpose of maintaining, operating, repairing, removing, replacing and upgrading the landscaping and irrigation facilities (if any).

7.03 Duration. This Declaration and the Master Covenants, conditions, restrictions, easements, charges, and liens set out herein will run with and bind the land, and will inure to the benefit of and be enforceable by the Association and every Owner, including Declarant, and their respective legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Official Public Records of Bexar County, Texas, and continuing through and including January 1, 2056, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved by in a resolution adopted by members of the Association, entitled to cast at least seventy percent (70%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Bexar County, Texas. Notwithstanding any provision in this Section 7.01 to the contrary, if any provision of this Declaration would be unlawful, void, or voidable by reason of any Texas law restricting the period of time that covenants on land may

be enforced, such provision will expire (twenty one) 21 years after the death or the last survivor of the now living descendants of Elizabeth II, Queen of England.

7.04 Amendment. This Declaration may be amended or terminated by the recording in the Official Public Records of Bexar County, Texas, of an instrument setting forth the amendment executed and acknowledged by (i) Declarant, acting alone; or (ii) Declarant and at least seventy percent (70%) of the Owners of Lots within the Development Area with each Lot being allocated one (1) vote.

7.05 Notices. Any notice permitted or required to be given by this Declaration must be in writing and may be delivered either personally or by mail. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Saturday, 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 in writing to the Secretary of the Association for the purpose of service of notices, or to the residence located on the Lot owned by such person if no address has been given to the Secretary of the Association. Such address may be changed from time to time by notice in writing given by such person to the Secretary of the Association.

7.06 Interpretation. The provision of this Declaration will be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Development Area, provided, however, that the provisions of this Declaration will not be held to impose any restriction, condition or covenant whatsoever on any land owned by Declarant other than the Development Area. This Declaration will be construed and governed under the laws of the State of Texas.

7.07 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

7.08 Assignment of Declarant's Rights. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under this Declaration to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

7.09 Enforcement and Nonwaiver.

- (a) Except as otherwise provided herein, any Owner of a Lot, at such Owner's own expense, Declarant and the Association will have the right to enforce all of the provisions of this Declaration. The Association may initiate, defend or intervene in any action brought to enforce any provision of this Declaration. Such right of enforcement will include both

damages for and injunctive relief against the breach of any provision hereof.

- (b) Every act or omission whereby any provision of the Association Restrictions is violated, in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner of a Lot (at such Owner's own expense), Declarant or the Association.
- (c) Any violation of any federal, state, or local law, ordinance, or regulation pertaining to the ownership, occupancy, or use of any portion of the Development Area is hereby declared to be a violation of this Declaration and subject to all of the enforcement procedures set forth herein.
- (d) The failure to enforce any provision of the Association Restrictions at any time will not constitute a waiver of the right thereafter to enforce any such provision or any other provision of the Association Restrictions.

7.10 Construction. The provisions of this Declaration will be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion hereof will not affect the validity or enforceability of any other provision. Unless the context requires a contrary construction, the singular will include the plural and the plural the singular. All captions and titles used in this Declaration are intended solely for convenience of reference and will not enlarge, limit, or otherwise affect that which is set forth in any of the paragraphs, sections, or articles hereof.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective the 27th day of March, 2008.

DECLARANT:

TOLL SAN ANTONIO TX, LLC, a Texas limited liability company

By: [Signature]

Printed Name: Jim Harrison

Title: Division President

Date: March 27, 2008

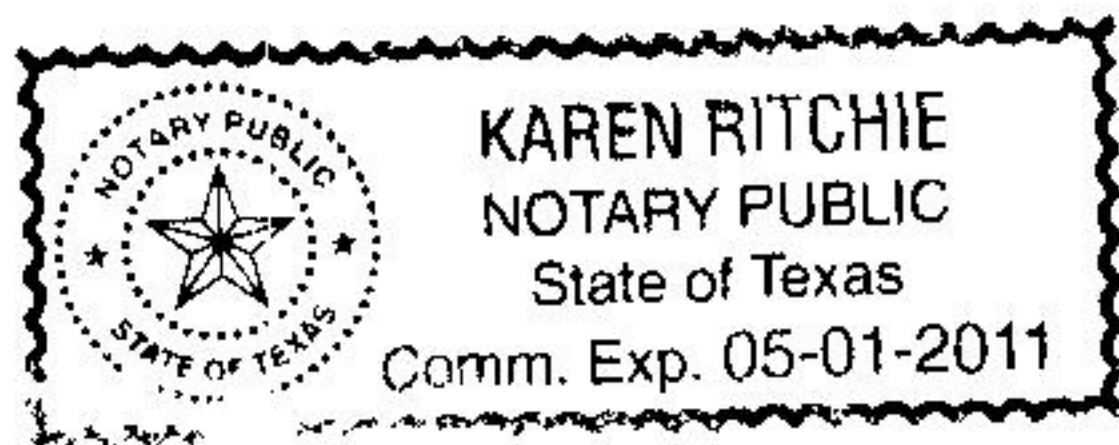
THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me this 27th day of March, 2008 by Jim Harrison, Division President of Toll San Antonio TX, LLC, a Texas limited liability company, on behalf of said limited liability company.

(SEAL)

[Signature: Karen Ritchie]
Notary Public Signature



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:

MAR 31 2008

Doc# 20080065340 Fees: \$112.00
03/31/2008 2:05PM # Pages 25
Filed & Recorded in the Official Public Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK



[Signature: Gerard Rickhoff]
COUNTY CLERK BEXAR COUNTY, TEXAS