

DECLARATION 94- 0061334

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by  
HIRCO, INC., hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of certain property in Bexar  
County, State of Texas which is more particularly described as:

UNIT 14

14.983 Acre Tract out of the Elizabeth Plunkett Survey No.  
72, Abstract 573, City of San Antonio, N.C.B. 15005, C.B.  
4433 Bexar County, Texas.

BEGINNING: At a 1/2" iron pin found for the Northwest  
corner of this tract, said point being the most Southerly  
corner of Lot Twenty-three (23), Block Twelve (12), of Misty  
Oaks Subdivision, Unit 6, recorded in Volume 8500, Page  
223, of the Plat Records of Bexar County, Texas;

THENCE: N. 57 deg. 29'17" E., 620.29 feet, along the South  
line of said Misty Oaks, Unit 6, to a 1/2" iron pin found  
for an angle point;

THENCE: N. 06 deg. 59'09" E., 77.06 feet along the  
Southeast line of said Misty Oaks, Unit 6, to a 1/2" iron  
pin found for the North corner of this tract;

THENCE: S. 69 deg. 54'16" E., 20.54 feet to a 1/2" iron pin  
set for an angle point;

THENCE: S. 42 deg. 59'48" E., 359.08 feet to a 1/2" iron  
pin set for an interior corner of this tract;

THENCE: N. 59 deg. 52'01" E., 229.22 feet to a 1/2" iron  
pin set in the West right-of-way line of Heath Road, a 60  
foot right-of-way, for the Northwest corner of this tract;

THENCE: Along the west right-of-way line Heath Road as  
follows:

S. 22 deg. 08'53" E., 123.75 feet to a 1/2" iron pin found  
for an angle point;

S. 38 deg. 21'01" E., 403.29 feet to a 1/2" iron pin  
set for the Southeast corner of this tract;

THENCE: S. 72 deg. 14'15" W., 1170.31 feet to a 1/2" iron  
pin set in the East line of said Misty Oaks, Unit 5,  
recorded in Volume 8100, Page 238, Deed and Plat Records,  
Bexar County, Texas, for the Southwest corner of this tract;

THENCE: N. 17 deg. 47'31" W., 561.34 feet along the East  
line of said Misty Oaks, Unit 5, and Misty Oaks, Unit 6, to  
a point of Beginning and containing 14.983 acres of land.

Tract #14 is to be a part of all other tracts now in Misty  
Oaks Subdivision, including but not limited to Units  
1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12.

NOW, THEREFORE, Declarant hereby declares that all of the

WE HEREBY CERTIFY THESE TO  
BE TRUE AND CORRECT COPIES  
OF THE ORIGINAL INSTRUMENTS

COMMERCE LAND TITLE

BY: [Signature]

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subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding upon all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to MISTY OAKS HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" only pertinent to Unit 14 is the concrete monument and sign at the entrance of MISTY OAKS UNIT 14 is hereby dedicated to the MISTY OAKS HOMEOWNERS ASSOCIATION.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to HIRCO, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Easement. Every owner shall have a right and easement of easement in and to the

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Common Area which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area:

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed 60 days for any infraction of its published rules and regulations:

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

(d) the right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be subordinate to the rights of the owners hereunder.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from

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ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting memberships:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they amongst themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1998.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the Properties hereby covenants, and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be as expressed in such deed, is deemed to covenant and agree to pay to the Association:

- (1) annual assessments or charges and
- (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such

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assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the common area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment shall be ninety eight and no/100 dollars (\$98.00) per lot.

(a) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 6% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased above 6% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal property related thereto, provided that any

such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized

Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 15 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for each class of members and may be collected on an annual basis.

Section 7. Date of Commencement of Annual Assessments - Due

Dates: The annual assessments provided for herein shall commence as to each lot, on the first day of the month following the conveyance of the common area, or in the event construction of improvements situated thereon is not then completed, the first day of the month following such completion of construction. Notwithstanding the foregoing, each undeveloped lot which is owned by Declarant shall be assessed at the rate of one-fourth (1/4th) of the annual assessment hereinabove provided, until the first day of the month following the date on which such lot is first used for residential purposes. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessments against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to

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every owner subject thereto. The due dates shall be established by the board of directors. The association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the association as to the status of assessments on a lot is binding upon the association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments - Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the association and shall be for the benefit of all other lot owners. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or

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transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property: All properties dedicated to, and accepted by, a local public authority and all properties owned by a ~~charitable or nonprofit~~ organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE V

### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon a lot nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural control committee composed of the current elected MISTY OAKS HOMEOWNERS ASSOCIATION president and secretary, or a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to appoint a successor member or members who shall thereupon succeed to the powers and authorities of the members replaced. In the event said committee or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with. The committee shall have the express authority to perform said planning functions hereunder and shall have the power to construe and interpret any covenants herein that may be vague, indefinite, uncertain and

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capable of more than one construction. All decisions of such committee shall be final and binding and there shall be no revision of any action of such committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. The powers and duties of such committee and of its ~~designated representative~~ and the requirements of this covenant shall cease on or before January 1, 1998, provided, however, that at that time the then record owners of a majority of the lots in the properties controlled by these covenants shall have the power through a duly recorded written instrument to extend the operation of this covenant for any additional period of time, and in connection with such extension shall have the power to remove any committee member or members and replace them with other members, or to withdraw from the committee any of its powers and duties. Neither the members of such committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

In the instance of a builder intending to build more than one house in the Property, the committee shall establish a procedure whereby it may review the building plans and specifications and a typical plot plan for several different types of houses the builder plans to build in the property and based upon said review, such committee may approve such plans and specifications and typical plot plan and such builder may thereafter construct houses based on such plans and specifications and typical plot plan on any lots it owns in the property and shall not be required to have plans and specifications and a plot plan approved on a lot by lot basis.

#### ARTICLE VI

##### USE RESTRICTIONS

The lots and the common area shall be occupied and used as follows:

Section 1. Obstruction of Common Area. There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior written consent of the Board of Directors of the Association.

Section 2. Insurance: Nothing shall be done or kept in the

common area which will increase the rate of insurance on the common area, without the prior written consent of the Board of Directors. No owner shall permit anything to be done or kept in the common area which will result in the cancellation of insurance on any part of the common area, or which would be in violation of any law. No waste will be committed in the common area.

Section 3. Nuisances: No noxious or offensive activity shall be carried on upon any lot, or the common area, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the other owners. Any owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners.

Section 4. All of the above designated subdivision shall be restricted to single family dwellings only. ~~No store or business, house, apartment, no gas or oil or automobile service station, and or building of any kind what-so-ever~~ shall be erected or maintained thereon except private dwelling units and such out-buildings ~~as are~~ customarily appurtenant to dwellings, each unit being designed to occupancy for a single family.

Section 5. Residential structures shall not exceed two (2) story in height above street level.

Section 6. No residence of a temporary character shall be permitted on any lot. No existing dwelling shall be moved on to any lot in this subdivision.

Section 7. No shack, basement, garage, trailer, tent, barn or other outbuilding, erected on or moved onto any lot in the subdivision, shall at any time be used as a residence temporarily or permanently, except that a garage, or attached building may be used as living quarters by domestic help engaged in full time employment on the premises, and not employed elsewhere. Construction trailers and/or sales trailers are allowed by builders.

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Section 8. No noxious or offensive trade or profession shall be carried on in any structure or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Section 9. No dwelling at a construction cost of \$35,000.00, exclusive of open porches, garages, carports, and accessory buildings shall be permitted on any lot at a cost of less than \$70,000.00 based upon cost levels prevailing on the date the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. Minimum dwelling, exclusive of open porches, garages, carports, terraces, and detached accessory buildings, which may be placed, erected and permitted to remain on any residential lot in MISTY OAKS SUBDIVISION, Unit 14, shall be not less than 1,200 square feet for a one-story dwelling. Split level or two story construction, exclusive of open porches, garages, carports, terraces, and detached accessory buildings, shall not be less than 1,500 square feet. On split level and two-story construction, the lower level or first story, shall contain not less than 800 square feet.

Section 10. Fifty percent (50%) of the front and both side wall areas, exclusive of openings, shall be masonry or masonry-veneer. Masonry or Masonry-veneer includes rock, plaster, brick, stone and other material defined as masonry or masonry-veneer by the San Antonio Home Builders Association.

Section 11. No dwelling shall be erected or placed on any lot having less than 6500 square feet. No lot will be replatted, except owner, its successors and assigns reserve the right to replat when necessary for orderly development.

Section 12. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any lot

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nearer than 25 feet not further than 40 feet from the front lot line, or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to any interior lot line, except that a 2' side yard shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. No dwelling shall be located on any interior lot nearer than 15 feet to the rear lot line. For the purpose of this covenant, eaves, steps shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot. A minimum distance of 10 feet shall be maintained between buildings.

Section 13. Every outbuildings, except a greenhouse, shall correspond in style and architecture to the dwelling to which it is appurtenant, and shall be of the same exterior materials, both walls and roofs as such dwelling. No outbuilding shall exceed the dwelling to which it is appurtenant in height or number of stories.

Section 14. The construction or maintenance by owners of record of signs, billboards, or advertising structures of any kind on any lot is prohibited, except that one sign or billboard advertising the rental or sale of property shown on the recorded plan is permitted, provided it does not exceed five (5) square feet in size, and except signs of a larger size advertising the subdivision and houses may be erected by the owner or any builder authorized by owner, its successors and assigns.

Section 15. All driveways shall be surfaced with concrete.

Section 16. No oil drilling, oil development operations, oil refining, quarrying or mining operating of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick, or other structures designed for use in boring for oil or natural gas, shall be erected, maintained, or permitted upon any lot.

Section 17. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs

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cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

Section 18. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage of such material shall be kept in a clean and sanitary condition.

Section 19. Fences, Walls, Hedges: In order to insure general uniformity of appearance of those fence sections that can be viewed from a street, any and all fences erected on areas readily apparent and visible from streets (e.g., between dwellings, i.e., separating front and rear yards) and on all corner lots along that portion of side or rear yards fronting on side streets) shall be six-foot privacy fences composed of wood and/or masonry. No fence, wall or hedge shall be built or maintained forward of the front wall line of the respective house, not including decorative walls or fences with a rural character (i.e., cedar post and barbed wire, sheep wire, chicken wire, etc.) will be permitted on any lot. In no case shall a yard fence be forward of the 25 foot setback line. No existing dwelling shall be moved onto any lot in this subdivision.

Section 20. Storage of Materials: No building material of any kind or character shall be placed or stored upon any residential lot until the owner is ready to commence improvements, and then such material shall be placed within the property line. No stumps, trees, underbrush, or any refuse of any kind, or scrap ~~metal from the improvements~~ being erected on any lot shall be placed on any adjoining lots, streets or easements. All such material, if not disposed of immediately, must remain on the property upon which construction work is in progress, and at the completion of such improvements, such material must be immediately removed from the property.

Section 21. Antenna: No television or radio antenna shall be erected or maintained at the front of any dwelling nor

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shall they be placed upon the roof of any dwelling so as to stand or be supported by that portion of the roof which slopes toward the front lot line. No radio, aerial wires, nor guy wires for antennas shall be maintained on any portion of a lot forward of the front building line of said lot. No television or radio antenna shall be erected or maintained at a height more than five feet above the highest part of the roof of any dwelling.

Section 22. Yards: All yards of a dwelling shall be maintained so as to be an aesthetical asset to the dwelling.

Section 23. Garbage Cans: All garbage will be placed in disposable cans or refuse containers and shall not be placed or permitted to remain at the front of the dwelling either within the street or upon the lot or a common area except on those days scheduled for garbage and refuse collection by the City of San Antonio or a privately contracted collector. Subsurface garbage containers shall be permitted if approved by the Architectural Control Committee. Except on days for collection as set out above, said containers will be kept in a place that is not subject to public view.

Section 24. No truck, boat, trailer or recreation vehicles may be kept upon a lot unless it is concealed from public view.

Section 25. Enforcement shall be by proceedings at law or in equity against any persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

Section 26. At the time of construction of a residence on any lot, a three (3) foot street sidewalk parallel to curb, located one (1) foot off the property line, built and located as required by subdivision regulations of the City of San Antonio, will be required, as well as the planting of two (2) trees on the front side of each lot, from one and one half (1 1/2) inches in diameter to two and one half (2 1/2) inches in diameter, or more, as the builder may elect, excluded on those lots where natural trees of like size are located.

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Section 27. Easements: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may ~~damage or interfere~~ with the installation and ~~maintenance of utilities,~~ or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. The owner of the property upon which a utility easement is located may use it for lawn purposes. Fencing across the easement shall be permitted, but gates along the side lot lines must be provided. The gates shall be at least as wide as the easement, and shall be capable of being opened and closed at all times. These gates shall be secured in the center by a drop rod or some similar device which does not obstruct free passage over the easement. The drop rod may be lowered into a drop rod keeper installed so as to be flush with the ground level. No permanent type center pole for the gates may be erected on the easement. The gates provided for herein shall remain unlocked at all times.

Section 28. Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersections of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within

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such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## ARTICLE VII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. ~~These covenants are to run with the land and~~ shall be binding on all parties and all persons claiming under them until July 31, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless, by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

Section 4. The owner, by appropriate instruments, may assign or convey to any persons, organization, or corporation, any or all of the rights, reservations, easements and privileges herein reserved by the owner, and upon such assignments or conveyances being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements, or privileges, or any one or more of them at any time or times, in the same way and manner as though directly reserved by them or it in this instrument.

Section 5. Amendment. The covenants and restrictions in this Declaration shall run with and bind the land until July 31, 2010, after which time they shall be automatically

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extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners. and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded.

Section 6. Annexation. Additional residential property and common area may be annexed to the properties with the consent of two-thirds (2/3) of each class of members.

Section 7. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of common area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this day of 4-5, 1994.

Notary Public  
My Comm. Ex. 127221  
Exp. 12-31-95  
Notary Public  
My Comm. Ex. 127221  
Exp. 12-31-95

My Comm. Ex. 127221  
Exp. 12-31-95

Notary Public  
My Comm. Ex. 127221  
Exp. 12-31-95

Notary Public  
My Comm. Ex. 127221  
Exp. 12-31-95

Mary Thornton, President  
Misty Oaks Homeowners Association

FILED

MISTY OAKS HOMEOWNERS ASSOCIATION

Notary Public  
My Comm. Ex. 127221  
Exp. 12-31-95

Earl J. Bendale  
President

Notary Public  
My Comm. Ex. 127221  
Exp. 12-31-95

STATE OF TEXAS )

COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, on this day personally appeared MARY THORNTON, President of Misty Oaks, INC., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 5

APRIL

1994.

Donna L. Shoemaker  
NOTARY PUBLIC, in and for Bexar County.

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RECORDER'S MEMORANDUM  
 AT THE TIME OF RECORDATION THIS  
 INSTRUMENT WAS FOUND TO BE INADEQUATE  
 FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
 BECAUSE OF ILLEGIBILITY, CARBON OR  
 PHOTO COPY, DISCOLORED PAPER, ETC.

Deputy - Catherine Revilla  
 Doc/Hua 1 94- 0061554  
 Doc/Hight 1 5.00  
 Recording 35.00  
 Receipt # 33521

At 3:02pm

On Apr 05 1994

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

Any provision herein which restricts the sale, rental, or use of the  
 described real property because of race is invalid and unenforceable under  
 Federal law.

STATE OF TEXAS, COUNTY OF DEWAS

I hereby verify that this instrument was FILED in File Number  
 Sequence on the date and at the time stamped hereon by me and was  
 duly RECORDED in the Official Public Records of Real Property of Bezar  
 County, Texas on:

APR 9 1994



*Robert D. Green*  
 COUNTY CLERK BEZAR CO.

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS  
 INSTRUMENT WAS FOUND TO BE INADEQUATE  
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VOL 5025 PG 735

THIS IS BEING FILED TO AMEND PAGE 11, SECTION 9, OF THE DECLARATION,  
COVENANTS, CONDITIONS AND RESTRICTIONS OF MISTY OAKS UNIT 14

94- 0065085

AMENDMENT AND CORRECTION TO THE COVENANTS, CONDITIONS AND  
RESTRICTIONS OF MISTY OAKS UNIT 14

Page 11, Section 9.

All newly constructed homes, those with no previous residential occupancy, must have a minimum selling price of \$70,000. All dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. Minimum dwelling, exclusive of open porches, garages, carports, terraces and detached accessory building, which may be placed, erected and permitted to remain on any residential lot in MISTY OAKS SUBDIVISION UNIT 14, shall not be less than 1,200 square feet for a one-story dwelling. Split level or two story construction, exclusive of open porches, garages, carports, terraces and detached accessory buildings shall not be less than 1,500 square feet. On split level and two story construction, the lower level or first story, shall contain not less than 800 square feet.

Dated this 7 day of April, 1994.

ATTEST:

By: Dolita Meader

HIRCO, INC.

By: Mary Thornton, President  
Mary Thornton, President

ATTEST:

By: Edward F. Rish

MISTY OAKS HOMEOWNERS ASSOCIATION

By: Earl J. Bunde

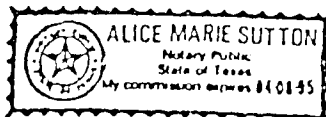
STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared MARY THORNTON, President of HIRCO, INC., a corporation known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed of such corporation, for the purposes and construction therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 7th day of April, 1994.

Alice Marie Sutton  
NOTARY PUBLIC, in and for Bexar County,  
Texas.



AFTER RECORDING RETURN TO..

HIRCO, INC.  
5910 Grissom  
San Antonio, TX 78251

WE HEREBY CERTIFY THESE TO  
BE TRUE AND CORRECT COPIES  
OF THE ORIGINAL INSTRUMENTS  
COMMERCE LAND TITLE  
BY: Stan Roselle

YOL6031 P60627

any genuine basis which renders the sale, rental, or use of the described real property because of race to be void and unenforceable under federal law.

STATE OF TEXAS, COUNTY OF DEKAR

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and my duly RECORDED in the Official Public Records of Real Property of DeKalb County, Texas on:

APR 15 1994



*Robert D. Green*  
COUNTY CLERK DEKALB CO.

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

On Apr 11 1994

At 3:26pm

Receipt #:	34994
Recordings	3.00
Doc/Hgt	6.00

Doc/Hgt : 94- 0065045

Deputy - Deborah Breiner