

AFTER RECORDING, RETURN TO:

Mr. O. D. Hite
3740 Colony Drive
San Antonio, Texas 78229

G.P. 80-07-1416-JDR
\$15.00

DEED

510236

BIG COUNTRY VENTURE
(J. H. UPTMORE & ASSOCIATES, INC. AND NU WEST, INC.)

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BIG COUNTRY SUBDIVISION

BIG COUNTRY HOMES ASSOCIATION DECLARATION

THIS DECLARATION, made on this 5th day of November, 1982 by BIG COUNTRY VENTURE, a joint venture comprised of J. H. UPTMORE & ASSOCIATES, INC. and NU WEST, INC., of Bexar County, Texas, being the owner of all the lots shown on the recorded plat of BIG COUNTRY SUBDIVISION, UNITS I AND II, which plat was recorded in Volume 9100, Pages 196, 197, and 199, of the Deed and Plat Records of Bexar County, Texas.

WITNESSETH, THAT WHEREAS, BIG COUNTRY VENTURE is now developing said BIG COUNTRY SUBDIVISION, and the above described lots in BIG COUNTRY SUBDIVISION, UNITS I AND II, for high class residential purposes, and it is its desire to continue the development for the creation and maintenance of a residential neighborhood possessing features of more than ordinary value to a residential community; and

WHEREAS, in order to assist them and their grantees in providing the necessary means to better enable them and their grantees to bring this about, BIG COUNTRY VENTURE does now and hereby subject all the lots shown on the aforesaid plat of BIG COUNTRY SUBDIVISION, UNITS I AND II, to the following covenants, charges and assessments, subject to limitations hereinafter set forth.

ARTICLE I

DEFINITIONS OF TERMS USED:

- (1) The term "district" as used in this agreement shall mean all of the lots shown on said plat of BIG COUNTRY SUBDIVISION, UNITS I AND II.
- (2) The term "improved property" shall be deemed to mean a single tract under a single ownership and use, and on which tract a residence has been erected or on which any other building not in violation of the restrictions then of record thereon is erected. Any such tract may consist of one or more contiguous lots or parts thereof.
- (3) The term "improved vacant property" shall be deemed to mean one or more vacant sites served with gas, sewer, electricity and water and facing on a street that has been curbed and paved.
- (4) The term "unimproved vacant property" shall be deemed to mean one or more vacant sites which are not served with gas, sewer, electricity and water and facing on a street that has not been paved or curbed.
- (5) The term "public places" as used herein shall be deemed to mean all streets, drainage ways, all parks at street intersections or elsewhere, and all similar places the use of which is dedicated to or set aside for the use of the general public.
- (6) The term "owners" as used herein shall mean those persons or corporations who may from time to time own the land within the district.
- (7) The term "additional property" shall mean land contiguous, adjacent to or in the vicinity of BIG COUNTRY SUBDIVISION UNITS I AND II which is presently owned by BIG COUNTRY VENTURE and which may later be platted and developed as an additional unit or units of BIG COUNTRY SUBDIVISION.

ARTICLE II

INCLUSION OF ADDITIONAL PROPERTIES: If within ten (10) years from the date of this declaration the Declarant shall develop additional units of BIG COUNTRY SUBDIVISION out of the "additional property" above defined, then all lots within each such additional unit may, at the option of BIG COUNTRY VENTURE become a part of the district created hereby and be subject to the same covenants, charges, liens, and assessments as are hereby imposed upon the lots and owners thereof situated in BIG COUNTRY SUBDIVISION, UNITS I AND II. Such inclusion or inclusions, if any, shall be effected by the filing of a declaration to that effect in the appropriate public records of Bexar County, Texas.

ARTICLE III

PUBLIC IMPROVEMENTS UNDER MANAGEMENT OF BIG COUNTRY VENTURE OR ASSOCIATION: All public improvements upon and to the land in the district or improvements in public places shall be under the management or control of BIG COUNTRY SUBDIVISION ASSOCIATION, as Trustee; an association may or may not be incorporated as the members of the Association shall be limited to the owners of the land within the boundaries of the district. It is provided, however, that such management and control of said improvements shall at all times be subject to that had and exercised by the City of San Antonio, by Bexar County, and by the State of Texas, or any of them. In addition thereto, it shall have such further powers and duties as are hereinafter set forth, all of which may be exercised or assumed at the discretion of the Association.

The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings and proceedings, but in all association meetings for whatsoever purposes, BIG COUNTRY VENTURE shall be entitled to a vote for each improved vacant site composed of parts of lots, which site is as large as the average lot a part of which comprises the new site. Any owner within the district is entitled to a vote for each site he owns as above described. Any owner may cast his vote in person, or by signed and acknowledged proxy. In either method, the legal description of the vacant site or house number of the improved property must be given to qualify the vote in person or by proxy and in all cases the number of votes being cast must be accurately set forth.

ARTICLE IV

POWERS AND DUTIES OF THE ASSOCIATION AS TRUSTEE: The Association shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable, provided nothing herein contained shall be deemed to prevent any owner having the contractual right to do so, from enforcing any building restrictions in his own name.

1. To enforce, either in its own name or in the name of any owner within the district, any or all building restrictions which have been heretofore imposed upon the land in said district; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever or whenever such rights of assignment exist. The expenses and costs of any such proceeding shall, however, be paid out of the general fund of the Association as herein provided for.
2. To plant trees and to care for, spray, trim and protect and replant trees on all streets and in other public places. To plant, care for, protect and replant shrubbery and grass in the parks which are in the streets or in the parks set aside for the general use of the owners of the district, or to which such owners have access and the use thereof.
3. To mow, care for and maintain parking in front of vacant and other property; to cut and remove weeds and grass from such parking or other places, and to cut and remove weeds and grass from other vacant property; to pick up and remove therefrom loose gravel, material, trash and rubbish of all kinds; to mow, water, trim, spray, fertilize, replant, and otherwise perform maintenance to lawns and shrubbery on public or private vacant or improved property, and to paint and repair any portion of the exterior of any building or improvement, public or private, and to do any other things necessary to desirable in the judgement of the officers of said Association to keep all property in the subdivision neat in appearance and in good order.

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4. To provide such lights as the Association may deem advisable on streets, parks, parkings, gateways, entrances or other features and in other public or semi-public places.
5. To provide at suitable locations, receptacles for the collection of rubbish and to provide for the disposal of such rubbish as is collected, and for the collection and disposal of garbage.
6. To provide for the maintenance of playgrounds, gateways, entrances, drinking fountains, drainage ways and other ornamental or functional features now existing or which may hereafter be erected or created in said district in any public street or park.
7. To exercise such control over easements as it may acquire from time to time.
8. To exercise such control over streets as may be within its power and as it may deem necessary or desirable, subject at all times to such control of county or other proper officials as may have jurisdiction over streets.
9. To repair, maintain, repave and reconstruct drainage ways, lanes and pedestrian ways, and to clean streets, gutters, drainage ways, sidewalks, and pedestrian ways.
10. To erect and maintain signs for marking of streets.
11. To reimburse the State, County, or City for the expense of furnishing protection for the district, or to employ duly qualified peace officers for such purposes; and to otherwise create and maintain security installations, devices and services for the benefit of the district.
12. To acquire and own the title to such real estate as may be reasonable necessary in order to carry out the purpose of the Association, and to pay taxes on such real estate as may be so used by it, and such taxes as may be assessed against the land in public or semi-public places.
13. The Association shall have the right to expend the money hereinafter referred to for any of the above mentioned purposes, and also for such other purposes not herein specifically mentioned as said Association acting through its Board of Directors may deem advisable for the general welfare of the district.
14. Notwithstanding any other provision of this Declaration, BIG COUNTRY VENTURE reserves the right to provide recreational facilities in one or more areas covered hereby, which may be controlled by it or by all or portions of the residents and which shall not be subject to the powers of the Association.

ARTICLE V

METHOD OF PROVIDING GENERAL FUNDS: For the purpose of providing a general fund to enable the said Association to perform the duties, and to maintain the improvements herein provided for, all lands within the boundaries of the district above described except those lots hereinabove referred to as "business property", shall be subject to an annual improvement assessment to be paid to the Association annually in advance by the respective owners of the assessable land subject thereto, which assessable land shall be deemed to be all of the land in the aforesaid district lying within one hundred fifty feet of any paved street open to vehicular traffic. Upon conversion of "unimproved vacant property" to "improved property" shall be subject to annual improvement assessment. All lands contained in streets, parks, playgrounds and other public places open to the public for the common use of the owners or residents of the land within the district, and all unimproved vacant property and that property occupied by a church or school shall not be subject to the improvement assessment. The amount of the assessment shall be fixed by the Association from year to year.

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ARTICLE VI

ASSESSMENT DUE JANUARY 1ST OF EACH YEAR: The first assessment shall be for the calendar year beginning January 1, 1983, and it shall be fixed and levied prior to December 1, 1982 and shall be due and payable on Jan. 1, 1983, and thereafter it shall be the duty of the Association to notify all owners whose address is listed with the Association on or before January 1st of each year, giving the amount of the assessment, when due, and the amount due on each tract of land owned by them. Failure of the Association to make the assessment prior to December 1st of each year for the next succeeding year beginning January 1st, shall not invalidate any such assessment made for the particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to December 1st of any year, then it shall become due and payable not later than thirty days from the date of levying the assessment. Prior to the first assessment hereinabove provided for, if the Trustee shall deem it necessary for the purpose of carrying out the terms of this agreement, they shall have the right to make a partial assessment within the limits herein provided for and on a prorata basis for the period of time ending Dec. 31, 1982. Thereafter all assessments shall be made annually as herein provided.

ARTICLE VII

WHAT CONSTITUTES NOTICE: A written or printed notice thereof, deposited in the United States Post Office with postage thereon prepaid and addressed to the respective owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for this purpose or for any other purpose of this contract, when notices are required.

ARTICLE VIII

LIEN ON REAL ESTATE: The assessment shall become a lien on said real estate as soon as it is due and payable as above set forth. In the event of failure of any of the owners to pay the assessment on or before the first day of February of each year beginning February 1, 1983, then such assessment shall bear interest at the rate of ten percent (10%) per annum from the first day of January, but if the assessment is paid on or before the first day of February, or within thirty days from the date of assessment, if the assessment is made subsequent to January 1st, then no interest shall be charged.

ARTICLE IX

WHEN DELINQUENT: On or after the first day of February of each year, beginning February 1, 1983, or within thirty days from the date of levying the assessment for the calendar year during which and for which the assessment is made, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate in proceedings in any court in Bexar County, Texas, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificates of non-payment of assessments in the Deed of Trust Records of Bexar County, Texas, whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the property described therein a fee of \$10.00 which fee is hereby declared to be a lien upon the real estate so described in said certificate and shall be collectable in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

ARTICLE X

TERMINATION OF LIENS: Such liens shall continue for a period of four years from the date of delinquency and no longer, unless within such time, suit shall have been instituted for the collection of the assessment in which case the lien shall continue until the termination of the suit, and until the sale of the property under execution of the judgement establishing same.

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ARTICLE XI

EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR: The Association shall at no time expend more money within any one year than the total amount of the assessment for that particular year, or any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever, binding the assessment of any future year to pay for any such obligation and no such contract shall be valid or enforceable against the Association; it being the intention that the assessment for each year shall be applied as far as practicable toward payment of the obligations of that year, and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year.

ARTICLE XII

PROVISIONS FOR ANNUAL AUDIT: An annual audit shall be made in January of each year for the calendar year ending December 31st.

ARTICLE XIII

ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS: The Association shall notify all owners of the land in the district, insofar as the address of such owners are listed with said Association, of the official address of said Association, as to what place and time regular payments shall be made, and any other business in connection with said Association may be transacted, and in case of any change of such address, the Association shall notify all the owners of the land in the district, insofar as their addresses are listed with the Association, of the change, notifying them of its new address.

ARTICLE XIV

NEW POWER TO BE GIVEN: By written consent of the owners of two-thirds of the sites, evidenced by an agreement duly executed and acknowledged, and recorded in the Deed Records of Bexar County, Texas, the Association may be given such additional powers as may be desired by said members, or may otherwise amend this instrument, provided however, that no right to change the proportion of the assessment rate may be given.

ARTICLE XV

TEMPORARY TRUSTEE: Prior to the actual organization or incorporation of the Association contemplated by the terms of this declaration, BIG COUNTRY VENTURE shall have the right at its option to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were given direct to the said BIG COUNTRY VENTURE.

ARTICLE XVI

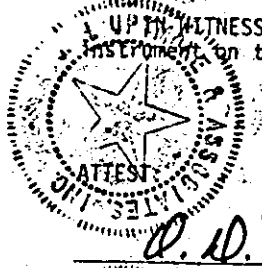
TO OBSERVE ALL LAWS: Said Association shall at times observe all laws of the State, County and other laws, and if at any time any of the provisions of this agreement shall be found to be in conflict therewith, then such parts of this agreement as are in conflict with such laws shall become null and void, but no other part of this agreement not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of this agreement subject however, to the limitations of its rights to contract as herein provided.

ARTICLE XVII

HOW TERMINATED: This agreement may be terminated and all of the land now affected may be released from all of the terms and provisions thereof by the owners of two-thirds of the district subject thereto at the time it is proposed to terminate this agreement, executing and acknowledging an appropriate agreement or agreements for that purpose and filing the same for record in Bexar County, Texas.

ARTICLE XVII

COVENANTS RUNNING WITH THE LAND: All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon BIG COUNTRY VENTURE, and upon its successors and assigns.



WITNESS WHEREOF, the said J. H. UPTMORE & ASSOCIATES, INC. has executed this instrument on the day and year first above written.

BIG COUNTRY VENTURE:

J. H. UPTMORE & ASSOCIATES, INC.

BY: Raul B. Fernandez

HU WEST, INC.

BY: Michael G. Pitt
Senior Vice President



TEXAS COMMERCE BANK - SAN ANTONIO hereby joins in the execution of this instrument for the purpose of consenting to the creation of this Association but without in any way waiving or subordinating its lien to any liens which may hereafter be created under the terms of this instrument.

TEXAS COMMERCE BANK - SAN ANTONIO

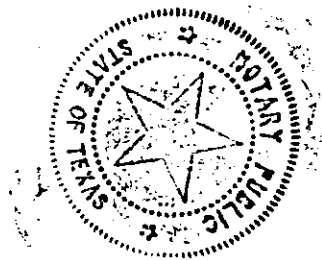
BY: Ralph M. [Signature]

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Raul B. Fernandez, Senior Vice President of J. H. UPTMORE & ASSOCIATES, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and considerations therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 10th day of November, 1982.



[Signature]
NOTARY PUBLIC IN AND FOR BEXAR COUNTY, TEXAS

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STATE OF ARIZONA }
COUNTY OF MARICOPA } SS.

BEFORE ME, the undersigned Notary Public, on this day, personally appeared MICHAEL J. POLTL, Senior Vice President and DONALD R. MIDDLETON, Vice President, of NU-WEST, INC., a Colorado corporation, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and considerations therein expressed, in the capacity therein stated and as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of November, 1982.



Ray J. Osman

NOTARY PUBLIC
In and for the County of Maricopa
State of Arizona

My Commission Expires Aug. 14, 1983

ST. LOUIS, MO.

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.

1982 NOV 24 PM 3:49



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STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped herein by me, and
was duly RECORDED in the Official Public Records of said Property of
Bexar County, Texas on



NOV 29 1982

Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

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