

COPY

After Recording Return to:
Marsha Ridderikhoff
ENCINO PARK VENTURE 1984
3330 Oakwell Court, Suite 200
San Antonio, Texas 78218

DECLARATION OF ANNEXATION
OF ENCINO PARK UNIT #18-B
TO BE COVERED BY THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF ENCINO PARK UNIT #1 AND UNIT #2
BEXAR COUNTY, TEXAS

This Declaration of Annexation, made on the date hereinafter set forth by ENCINO PARK VENTURE - 1984 hereinafter referred to as "Declarant";

WITNESSETH:

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

Lots 1 through 14 inclusive, Block 53, NCB 17609; All lots in ENCINO PARK UNIT #18-B, situated in Bexar County, Texas, according to map or plat recorded in Volume 9521, Page 20, Deed and Plat Records of Bexar County, Texas; and

WHEREAS, said property represents additional land within the area described in Volume 75205, Page 201, of the Deed Records of Bexar County, Texas;

Pursuant to the provisions of Article VIII entitled "General Provision," Section 4, Annexation, Subparagraph (b), Declarant hereby annexes the above described property, thereby subjecting same to all of the covenants, conditions, and restrictions as set forth in the Declaration of Covenants, Conditions, and Restrictions of Encino Park Unit #1 and Unit #2, Bexar County, Texas, as amended and filed in the Deed Records of Bexar County, Texas, Volume 2357, Pages 1000-1007, as if the same were originally incorporated herein, save and except those specific building covenants and restrictions contained in Article V, Paragraph numbers 1, 3, 4, 8, 13, 15, 18, 21, 24, 26, and Article IX, Sections 1, 2(g), (h), (k), (l) which shall for purposes of ENCINO PARK UNIT #18-B only hereinafter read as follows:

ARTICLE V

1. SINGLE-FAMILY RESIDENTIAL LOTS:

Lots in ENCINO PARK UNIT #18-B shall be known and described as single-family residential lots.

3. ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP AND PROCEDURE:

The initial Architectural Control Committee is composed of LLOYD A. DENTON, JR., COLLEEN J. WELLS, and DANIEL D. KOSSL, 3330 Oakwell Court, Suite #200, all of San Antonio, Bexar County, Texas. A majority of the Committee may elect successors, in the event of resignation or vacancy, or designate a representative to act for it at any time or for any period. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor; a resignation is effective when given in writing to ENCINO JOINT VENTURE-1984 or its successors. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee and of its designated representative and requirement of this covenant shall cease on and after January 1, 1997; provided, however, that at any time the then record owners of a majority of the lots in this subdivision shall have the power through a duly recorded instrument to extend the period during which the Committee shall exercise the powers and duties herein defined. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event this Committee, or its designated representative, fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or, in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with. There shall be no review of any action of the Architectural Control Committee except by procedures for injunctive relief when such action is patently arbitrary and capricious; and under no circumstances shall such Committee, or its members, be subject to any suit by anyone for money damages.

4. DWELLING COST, QUALITY, AND SIZE:

No dwelling shall be permitted on any lot in these subdivisions having a market value of less than \$60,000.00 based upon market values prevailing on the date these Covenants are recorded. The

minimum floor area of the main structure, measured to the outside of exterior walls exclusive of garages, open porches, patios, and detached accessory buildings, shall be not less than 1,400 square feet for one-story and split-level dwellings and 1,600 square feet for one and one-half and two-story dwellings.

8. RECREATION VEHICLES, TRUCKS, AND DISABLED VEHICLE PARKING:

No boat, trailer, boat rigging, truck, bus, motor or mobile home, or other vehicle of any kind shall be stored, parked or kept on any driveway or in the street, in front of any lot, unless such vehicle is in day-to-day use off the premises and such parking is only temporary, from day-to-day; provided, however, that nothing herein contained shall be construed to prohibit the storage of any unused vehicle in the garage or carport permitted on any lot covered hereby. Any such vehicle stored in the side yard of any dwelling must be from view from any street by a fence or wall.

14. NO TEMPORARY STRUCTURES:

No structure of a temporary character (sales structure, trailer, tent, shack, garage, barn, or other outbuildings) shall be used on any lot at any time for storage or as a residence, either temporarily or permanently. No trailer, camper, recreational vehicles, or similar vehicles shall at any time be parked in view from other properties or connected to utilities situated within a lot. No dwelling previously constructed elsewhere may be moved onto any lot in the subdivision controlled by these covenants. This covenant specifically includes mobile homes or the use of a mobile home in which the axle and wheels have been removed and placed upon a concrete slab, which said mobile home is hereby specifically prohibited as a residence, either temporarily or permanently, and further, specifically includes a mobile home which the wheels have been left attached. Any outbuilding, either prefabricated or constructed on site to be used for the purpose of storing garden tools/equipment/supplies, or as a green house, or as a hobby work shop shall not be placed nearer than five (5') feet to the side lot line of the property. Every outbuilding, inclusive of such structures as a detached garage,

storage building, gazebo, spa, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. All such outbuildings shall be subject to approval of the Architectural Control Committee. In no instance shall an outbuilding exceed eight foot (8') in height nor shall the total floor area of outbuildings other than a detached garage exceed ten percent (10%), individually or in the aggregate, of the floor area of the main dwelling. All outbuildings shall be screened from view from any street by a fence or wall.

15. SIGNS:

No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period. After the construction and sales period in any unit, directional signs or open house signs used exclusively for the purpose of promoting sales, shall not be allowed on the common properties or on easement property.

18. GARBAGE AND REFUSE DISPOSAL:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers and shall be stored out of view from the street except during the time set out for garbage pickup. No burning of trash or refuse is permitted. Materials incident to construction of improvements may be stored on lots during construction.

21. FENCES:

No fence, wall, or hedge shall be built or maintained forward of the front wall line of the respective house. No chain link fencing will be allowed on the street side of any lot, including the street sides of corner lots. A six (6') foot masonry rock wall shall be constructed along the rear or side of any improved lots which back up to Encino Rio Boulevard.

24. RADIO AND TELEVISION ANTENNA:

Any radio and/or television antenna erected on any building in these subdivisions shall not extend more than eight (8') feet above the highest part of the roof of that respective dwelling, shall not be located on the front part of the dwelling and shall not be located on the side of the dwelling nearer than ten (10') feet to the front wall of the respective dwelling. Any free standing antennas on the lot shall not be erected nearer than ten (10') feet to the front wall of the respective dwelling nor shall it extend more than eight (8') feet above the highest part of the roof of that respective dwelling. Satellite antennas shall not be installed nearer than ten (10') feet to the front wall of the respective dwelling and must be screened from view from any street by a fence or wall.

26. LOT MAINTENANCE:

The owners or occupants of all lots shall at all times keep weeds and grass thereon cut in a sanitary, healthful, and attractive manner. Lot owners or occupants shall also be required to provide and allow safe and adequate drainage within their lot. This includes the building or construction of any fence, walk, landscaping material, or other obstruction which may divert, impede, or cause to back up run-off water coming not only from their respective lot but from other lots. Should the owner or occupant fail to provide the foresaid maintenance, then the Association shall have the right, but not the obligation to perform said maintenance at the expense of the owner or occupant.

ARTICLE IX

Section 1. ENFORCEMENT:

Encino Park is classified by the State of Texas as being on the Edwards Recharge Zone, and the development is covered by the provisions of Texas Water Quality Board No. 75-0128-20(4) dated September 23, 1975 now Texas Water Development Board Rule 156.20.01.003 and .004. The requirements of this order and any subsequent amendments or delitions are herewith made a part of these restrictions to run with the land so long as the State of Texas may impose these requirements through the Texas Water