

**MASTER DECLARATION OF PROTECTIVE COVENANTS
AND PERFORMANCE STANDARDS FOR
WESTOVER HILLS - PHASE VI**

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STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Declaration is made this 30th day of March, 1995, by WESTOVER HILLS DEVELOPMENT PARTNERS, L.P., a Texas limited partnership (hereinafter called "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of a 591.802 acre tract of real property located in Bexar County Texas, described in Section 1.19 below ("Westover Hills - Phase VI" or the "Real Property"); and

WHEREAS, Declarant desires to develop Westover Hills - Phase VI as part of a coordinated multi-use development, including providing a uniform plan of development which will enhance and protect the value, utilization, desirability and attractiveness of Westover Hills - Phase VI and protect the Owner of each Building Site located therein against any improper or undesirable development or use; and

WHEREAS, Declarant desires to adopt, prescribe and impose certain protective covenants and performance standards on Westover Hills - Phase VI to accomplish the above objectives:

NO, THEREFORE, Declarant, as owner and developer of Westover Hills - Phase VI the following conditions, covenants, performance standards and restrictions (hereinafter collectively called the "Protective Covenants"), which shall be covenants running with the Real Property and shall be binding upon any purchaser, grantee, owner, lessee, tenant or occupant of all or any part of Westover Hills - Phase VI and/or Improvements located thereon and their respective heirs, executors, administrators, devisees, successors and assigns.

Article I

Certain Definitions

1.1 Applicant shall mean and refer to each Owner or prospective Owner submitting to the Committee, for approval, plans and specifications for an Improvement or Improvements to be erected, constructed, placed or altered on a Building Site or any portion of Westover Hills - Phase VI as more particularly described in Article II below.

1.2 Architectural Design Guidelines shall mean and refer to the set of standards and procedures for exterior construction for Westover Hills - Phase VI which are hereby adopted by

Declarant, subject to subsequent amendment from time to time by Declarant and/or the Committee as herein provided.

1.3 Association shall mean and refer to the Property Owners Association described in Article VI below.

1.4 Building Setback Line shall mean that lineal distance measured at a right angle from the Owner's property line to a point a designated number of feet away, such line to run parallel with the property line its entire length.

1.5 Building Site shall mean any contiguous plot of land the size and dimensions of which shall be established by the legal description in the original conveyance from Declarant to the first fee owner of said plot of land, other than Declarant. A Building Site may also be established by Declarant by an instrument in writing, executed acknowledged and recorded by the Declarant, which designates a plot of land as a Building Site for purposes of these covenants. If two or more Building Sites, as defined hereinabove, are acquired by the same owner in fee, such commonly owned Building Sites may, at the option of said owner, be combined and treated as a single Building Site for purposes of the Covenants contained herein. Any Building Site may be subdivided by the Owner thereof into two or more developable parcels, but only with the consent of the Committee, as hereinafter provided.

1.6 Committee shall mean and refer to the Architectural Control Committee described in Article II below.

1.7 Common Areas and Common Facilities shall be the areas within Westover Hills - Phase VI, designated by Declarant, from time to time, for any of the following: (i) landscaped areas in or adjacent to all streets, roads and alleys which have been dedicated to the City of San Antonio, Bexar County, or the State of Texas, or, at Declarant's option, are owned by Declarant or the Association; (ii) designated drainage easements and detention ponds; (iii) common recreational facilities; (iv) designated signage including entrance signs and traffic control devices; (v) helipads for common use; (vi) bus and transit stops; (vii) designated areas for sculpture; and (viii) other landscaped areas as designated by Declarant or the Association from time to time, including landscaped areas around signage for Westover Hills - Phase VI, medians, cul-de-sacs and other structures located within public rights-of-way in or adjacent to Westover hills - Phase VI. Provided, however, in no event will the Common Areas and Common Facilities include: (a) in the aggregate, more than 6.5% of the gross acreage in Westover Hills - Phase VI; (b) the Landscaped Setback defined in Subsection 5.1.2, below; or (c) any easements on an Owner's property (unless in any particular case a drainage easement may be designated by Declarant as Common Areas).

1.8 Construction Plan Submittal shall mean and refer to the final plans and specifications for an Improvement to be submitted by an Applicant to the Committee pursuant to Section 2.7 below.

1.9 D.B.H. shall mean, when referring to measurement of the diameter of trees, Diameter-at-Breast-Height.

1.10 Declarant shall mean Westover Hills Development Partners, L.P., a Texas limited partnership, or its successors, or any person, partnership, corporation or other entity to which Westover Hills Development Partners, L.P. may convey all or substantially all of the Real Property and to which Westover Hills Development Partners, L.P., assigns in writing all or (if applicable) certain of its rights hereunder.

1.11 Design and Planning Coordination Meeting shall mean the preliminary meeting between an Applicant and the Committee to coordinate preliminary design and planning concepts, as further described in Section 2.4 below.

1.12 Design Development Submittal shall mean and refer to the design plans for an Improvement to be submitted by an Applicant to the Committee pursuant to Section 2.6 below.

1.13 Design Guidelines means, collectively, the Architectural Design Guidelines, the Landscape and Lighting Guidelines, and the Sign Regulations.

1.14 Improvements shall mean and include all buildings and roofed structures, parking areas, loading areas, fences, walls, hedges, mass plantings, poles, driveways, ponds, lakes, swimming pools, tennis courts, signs, changes in any exterior color or shape, glazing or reglazing of exterior windows with mirrored or reflective glass, and any new exterior construction or exterior improvement exceeding \$25,000.00 in cost which may not be included in any of the foregoing. Provided, however, the term Improvements does not include shrub or tree replacements or any other replacement or repair of any magnitude which ordinarily would be expensed in accordance with generally accepted accounting principles and does not change exterior colors or exterior appearances. The term Improvement includes both original improvements and all later changes and improvements.

1.15 Landscape and Lighting Guidelines shall mean and refer to a set of standards and procedures for streetscape and highway landscaping and lighting hereby adopted by Declarant, which may be updated or amended from time to time by Declarant and/or the Committee.

1.16 Occupant shall mean any Person occupying any portion of Westover Hills - Phase VI as lessee, tenant or otherwise.

1.17 Owner or Building Site Owner shall mean and refer to the record owner of a Building Site or any portion of Westover Hills - Phase VI (or ground lessee under a ground lease from Declarant as ground lessor), excluding, however, (i) Declarant, and (ii) the City of San Antonio, County of Bexar, State of Texas, and any other governmental or quasi-governmental entities to which any portion of Westover Hills - Phase VI may be conveyed or dedicated. Notwithstanding any applicable theory, a mortgagee or beneficiary of a deed of trust shall not be an "Owner" unless and until such mortgagee or beneficiary has acquired title to the Building Site or portion of the property pursuant to a foreclosure proceeding or by way of a deed in lieu of foreclosure.

1.18 Person shall include a natural person or a firm, partnership, organization, association, trust, corporation or other entity.

1.19 Real Property shall mean and refer to the 591.802 acre tract described in Exhibit "A" attached hereto and incorporated herein by reference (being also herein referred to as Westover Hills - Phase VI).

1.20 Schematic Design Submittal shall mean and refer to the schematic design plans and drawings for an Improvement to be submitted by an Applicant to the Committee pursuant to Section 2.5 below.

1.21 Sign Regulations shall mean and refer to a set of standards and procedures for exterior signs for Westover Hills - Phase VI which are hereby adopted by the Declarant, subject to subsequent amendment from time to time by the Committee as herein provided.

1.22 The Capital Group Companies, Inc. a Delaware corporation acquiring approximately 88 acres in Westover Hills - Phase VI.

1.23 Westover Hills - Phase VI shall mean a planned multi-use development of approximately _____ acres marketed as Westover Hills - Phase VI, as on the attached Exhibit "A", said Exhibit being incorporated herein by reference.

Article II

Architectural Control Committee

2.1 General. The sound economic development and aesthetic and ecological quality of Westover Hills - Phase VI requires that all Improvements be compatible with other Improvements and be in harmony with Westover Hills - Phase VI landscaping and natural surroundings. Westover Hills - Phase VI shall, in all respects, be developed as a first class "campus-like" environment and in such a manner as to maintain overall visual continuity with the other component parts of Westover Hills. The most critical elements of this continuity includes: (i) uniform landscape materials and landscape application, (ii) compatible forms and site grading, (iii) consistent building orientation, set backs and view, (iv) appropriate treatment of site utilities, and (v) uniform site fixtures, including signage and lighting. To this end, an Architectural Control Committee (the "Committee") has been created.

2.2 Designation of Committee. (a) The Committee shall be a body of five (5) (or more) natural persons to whom Declarant (or, when formed, the Association provided for in Article VI below) shall delegate certain rights and duties under this Declaration, including the right and power to approve plans and specifications and waive or modify certain conditions or requests. (b) Declarant shall designate, and thereafter from time to time replace, with or without cause, four (4) members of the Committee. At such time as the Association is formed, Declarant shall assign the right to designated two (2) members to the Association. Declarant reserves the right to assign Declarant's right to designated one (1) or more of the Committee members to a purchaser of property in Phase VI or to an Owner of property adjacent to Phase VI who agrees (i) to be bound by a uniform plan of development for the Westover Hills area; or (ii) to join in these Protective Covenants. (c) The Capital Group Companies, Inc. (or its successors-in-interest to the 88.5 acre tract) shall designate, and thereafter from time to time replace, with or without cause, one (1) member of the Committee. Notwithstanding anything contained in this Declaration to

the contrary, under all circumstances where the consent of the Committee is required, such consent shall not be unreasonably withheld or delayed.

2.3 Function and Duties. The Committee, concurrently with Declarant, has the right and responsibility to: (i) interpret, enforce and amend the Protective Covenants and the Design Guidelines; and (ii) adopt and amend from time to time, a schedule of fees (as provided for in Section 2.12 below) for processing submittals for Committee approval and for other Committee activities. No Improvement shall be erected, constructed, placed or altered (by addition or deletion), maintained or permitted to remain in Westover Hills - Phase VI until the Applicant planning to make such Improvement or Applicant's representative shall have submitted to the Committee appropriate plans and specifications, in accordance herewith and in such form and detail as the Committee may deem necessary, and such plans and specifications shall have been approved in writing by the Committee. The Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decisions of the Committee shall be final, conclusive and binding upon on Applicants; except that in the event and to the extent the decision of the Committee is in violation of any applicable statute, regulation, ordinance, directive, decision or order of any court or any state, federal, city or county governmental agency (collectively the "Legal Requirements"), such Legal Requirements shall control.

2.4 Design and Planning Coordination Meeting. Each Applicant shall arrange a Design and Planning Coordination Meeting with the Committee early in the Applicant's design and planning process, while Applicant's proposed plans are tentative and preliminary, to permit Applicant and the Committee to discuss and outline in general the Improvements proposed to be constructed by the Applicant and to assure full understanding of the requirements of the Committee and to coordinate with the Committee preliminary design and planning concepts.

2.5 Schematic Design Submittal. After the Design and Planning Coordination Meeting, the Applicant shall submit to the Committee schematic design plans and drawings for the Improvements proposed to be constructed by the Applicant (the "Schematic Design Submittal"), such Schematic Design Submittal to include the following:

2.5.1 Preliminary clearing, grading and drainage plans;

2.5.2 Preliminary layout of all parking, loading, storage, service and vehicular use areas;

2.5.3 Preliminary building locations, building site coverage, building height(s), building setbacks and interior/exterior relationships and showing areas designated for open space, pedestrian walkways and/or landscaping;

2.5.4 Location and use of proposed Improvements as they relate to existing adjacent property uses, drainageways, easements and the like; and

2.5.5 Proposed use of the Building Site and Improvements and estimated building occupant load.

Written approval by the Committee of the Schematic Design Submittal shall be valid for a period of six months from the date of approval (the "Schematic Approval Period"); provided, however, any such approval shall not operate to modify any period of time Applicant may have to commence construction under any agreement, if any, entered into between Declarant and Applicant regarding commencement of construction.

2.6 Design Development Submittal. After the Applicant has received written approval from the Committee of the Schematic Design Submittal, and prior to the expiration of the Schematic Approval Period and prior to the commencement of construction, the Applicant shall submit to the Committee, for its approval in writing, the following items (the "Design Development Submittal"), which shall include such appropriate modifications to the Schematic Design Submittal as may be reasonably requested by the Committee:

2.6.1 Topographical plan showing existing contour and grades and showing the location of all proposed Improvements, structures, walks, patios, driveways, walls loading and storage areas, trash receptacles and mechanical equipment. Existing and finished grades shall be shown at Building Site corners and at corners of proposed Improvements. Building Site drainage provisions shall be indicated, as well as cut and fill details if any appreciable change in site contours is contemplated;

2.6.2 Exterior elevations;

2.6.3 Exterior materials, colors, textures, finishes and shapes;

2.6.4 Preliminary landscaping plan, including walkways, walls elevation changes, watering and irrigation systems, vegetation and ground cover;

2.6.5 A tree survey in such form and for such area (not greater than the Building Site) as the Committee may reasonably require to evaluate the impact of the proposed Improvements "per existing trees" and any such survey shall generally not require the location of trees measuring smaller than four (4) inches Diameter-at-Breast Height ("D.B.H.");

2.6.6 Parking area and driveway plan (including number and location of parking spaces);

2.6.7 Screening, including size, location and method;

2.6.8 Trash container storage locations and screening;

2.6.9 Utility connections;

2.6.10 Exterior illumination location and type;

2.6.11 Signs, including size, typography, shape, color, location, materials and method of illumination;

2.6.12 Construction staging;

2.6.13 Adjacent property improvements, where applicable, and their location and use as they relate to existing and proposed Improvements; and

2.6.14 Other activity that would alter the natural site must also be included.

Written approval by the Committee of the Design Development Submittal shall be valid for a period of six (6) months from the date of approval (the "Design Approval Period") unless extended by the Committee in writing for a period not to exceed two (2) years; provided, however, any such approval shall not operate to modify any period of time Applicant may have to commence construction under any agreement, if any, entered into between Declarant and Applicant regarding commencement of construction.

2.7 Construction Plan Submittal. During the Design Approval Period, and prior to the commencement of construction, the Applicant shall submit to the Committee, for its approval in writing, final plans and specifications (the "Construction Plan Submittal") containing such modifications to the Schematic Design and Design Development Submittals, as the Committee may reasonable request and shall include, in addition, the following:

2.7.1 Structural design plans;

2.7.2 Construction specifications;

2.7.3 Final floor plans;

2.7.4 Final utility, engineering and drainage plans and specifications;

2.7.5 Final landscaping plans and specifications;

2.7.6 Fire protection systems plans and specifications;

2.7.7 Final exterior illuminations and signage plans and specifications, including location, method, luminaire and fixture type, support post and mounting support, height, wiring and photometric information;

2.7.8 Construction logistics plan, showing project phasing and timeframes expected, all temporary fencing, all construction traffic patterns and access, and litter removal and collection.

Written approval by the Committee of the Construction Plan Submittal shall be valid for a period of one (1) year from the date of approval (the "Construction Approval Period") unless extended by the Committee in writing for a period not to exceed two (2) years; provided, however, any such approval shall not operate to modify any period of time Applicant may have to commence construction under any agreement, if any, entered into between Declarant and Applicant regarding commencement of construction.

2.8 Extension of Approval Periods/Additional Submittal Requirements. The Committee may from time to time extend the foregoing approval periods for such additional

amount of time as the Committee, in its sole discretion, deems appropriate and necessary after taking into consideration the particular facts and circumstances at hand. Furthermore, in addition to the foregoing submittal requirements, Declarant and/or the Committee may adopt as part of these Protective Covenants such additional submittal requirements as are deemed necessary or appropriate to insure compliance with the Protective Covenants, the Design Guidelines and the general design scheme of Westover Hills - Phase VI and/or may require additional or modified submittals in a particular case.

2.9 Basis of Approval. The objective of the Committee's approval process is to insure the Applicant's proposed Improvements are compatible with Declarant's objective of a coordinated multi-use development of Westover Hills - Phase VI. Approval of plans and specifications (both preliminary and final as described in Sections 2.5, 2.6 and 2.7 above) shall be based, among other things, upon: (i) adequacy of Building Site dimensions; (ii) conformity and harmony of external design and of location with neighboring structures and Building Site; (iii) relation of finished grades and elevations to neighboring Building Sites, (iv) property facing of main elevations with respect to nearby streets; (v) operations and uses; and (vi) conformity to both the specific and general intent of the Protective Covenants and Design Guidelines. The Committee shall not arbitrarily or unreasonably withhold its approval.

2.10 Failure of the Committee to Act. If the Committee shall fail to approve or to disapprove either the Schematic Design Submittal, the Design Development Submittal or the Construction Plan Submittal, or to reject any such submittal as being inadequate, within thirty (30) days after such submittal, it shall be conclusively presumed that the Committee has approved such submittal; provide however, that such presumed approval of either the Schematic Design Submittal or the Design Development Submittal shall in no event eliminate the requirement that the Applicant submit to the Committee for approval the Construction Plan Submittal as described in Section 2.7 above, and provided, further, that the failure of the Committee to approve or disapprove any submittal within a thirty (30) day period shall not operate to permit any Improvement to be commenced, erected, constructed, placed or maintained in Westover Hills - Phase VI in a manner inconsistent with any provision of this Declaration. If any submittal (preliminary or final) is not sufficiently complete or is otherwise inadequate, the Committee may reject such submittal as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject, as being inadequate, the balance.

2.11 Limitation of Liability. Neither Declarant, the Association nor any member of the Committee nor any professional consultants assisting the Committee shall be liable for damages or otherwise to anyone submitting plans and specifications for approval or to any Owner, Applicant or other Person affected by this Declaration, by reason of mistake of judgment, negligence, nonfeasance or otherwise arising out of or in connection with the approval or disapproval or failure to approve or disapprove any plans and specifications. Approval by the Committee of any plans, specifications or Improvements shall not constitute an approval, opinion as to legality, ratification or endorsement of the quality of architectural or engineering soundness of the proposed Improvement, and neither the Committee, nor its member, nor any professional consultants assisting the Committee, nor Declarant, nor the Association shall have any liability in connection with, or related to, approval of plans, specifications or improvements.

2.12 Costs of Review. The Committee may charge each Applicant for all reasonable and customary costs for professional review of plans and specifications and all other reasonable

costs of the Committee. Such fees and expenses may be billed by Declarant to the Applicant and if Applicant fails to reimburse Declarant and/or the Committee for any such fees and expenses so assessed within thirty (30) days after the date of the invoice, then Declarant, and/or the Committee, may file a lien on the Applicant's property, as the case may be and foreclose upon said lien as set for the in Section 5.15.

Article III

Land Use Restrictions

3.1 Compliance with Zoning and Subdivision Laws. All uses within Westover Hills - Phase VI (including Improvements located thereon) shall be in accordance with the zoning and subdivision laws of the City of San Antonio and/or Bexar County, Texas, as the same may apply, and all other regulations of governmental and quasi-governmental authorities having jurisdiction over Westover Hills - Phase VI. No Owner may subdivide or plat a Building Site or any portion of Westover Hills - Phase VI without the prior written consent of the Committee.

3.2 Manufacturing; Storage. No outside storage or manufacturing operations shall be permitted which are not shielded or screened from view of streets by buildings, plantings or solid screens which have been approved in writing by Declarant or the Committee. Any manufacturing or processing operation which entails the discharge of material amounts of gas, steam, smoke or any other emissions or by-products must be specifically approved in writing by Declarant or the Committee.

3.3 Nuisance and Unlawful Uses. No use shall be permitted which is: (i) offensive by reason of odor, fumes, dust, smoke, heat, vibration, illumination or glare, noise or pollution, electrical disturbances, radiation, drainage or excavation; (ii) hazardous by reason of excessive danger of fire or explosion, (iii) in violation of the laws of the United States or the State of Texas or any subdivision thereof or any other governmental or quasi-governmental authority, or (iv) a common law nuisance.

3.4 Limitation of Liability. Neither Declarant nor the Committee shall be liable to any Person as a result of approval by Declarant or the Committee of any use or uses of Westover Hills - Phase VI or the failure by Declarant or the Committee to disapprove, enjoin or prevent any use.

Article IV

Space Allocations and Dimensional Standards

4.1 Building Coverage. The percentage of building coverage to the total Building Site area for any Improvements shall be subject to the approval of the Committee, but in no event shall the ground level square footage of all buildings and Improvements (other than parking areas) exceed fifty percent (50%) of the total area of the Building Site.

4.2 Minimum Building Setback Lines.

4.2.1 Except as otherwise provided in Subsection 4.2.3, below, no structure of any kind, or any part thereof, shall be placed within the following Building Setback Lines on any Building Site without the prior written consent of the Committee:

- (i) Fifty feet (50') from any property line adjacent to Wiseman Boulevard, Westover Hills Boulevard or any other boulevard;
- (ii) Forty feet (40') from any property line adjacent to an interior street (other than (i) above); and
- (iii) Twenty-five feet (25') from any side or rear property line (those not adjacent to an interior street).

Boulevard, as used in this Declaration shall mean a street of at least eighty-six feet (86') in width with a center median.

4.2.2 Any Building Setback Line may be increased or decreased (i) to comply with governmental regulations, or (ii) at the time the Committee approves the site plan for Improvements to be located thereon, when, in the Committee's opinion, to do so is reasonably necessary or appropriate to accommodate maneuvering and loading areas and/or to maintain the architectural integrity of Westover Hills - Phase VI.

4.2.3 The following Improvements are expressly excluded from the setback restrictions created by this Section 4.2, but are subject to the Landscaped Setbacks as set forth in Section 5.1.2 and the Landscape and Lighting Guidelines and may not be placed within the Landscaped Setbacks except as expressly permitted in the Landscape and Lighting Guidelines or with the prior written approval of Declarant or the Committee:

- (i) Steps, walks and curbing;
- (ii) Planters, retaining walls, hedges, fountains, park tables and benches;
- (iii) General landscaping and lawn sprinkling systems;
- (iv) Signs and lighting devices;
- (v) Surface parking facilities; or
- (vi) Any other Improvement approved in writing by Declarant or the Committee.

4.3 Parking.

4.3.1 Employees, tenants, visitors and customers of any Owner or Occupant of a Building Site shall not be permitted to park on any street, drive, alley or any place other than paved parking areas. Owners and Occupants of each building shall be responsible for the enforcement of this provision. It shall be the responsibility of each Owner and Occupant to provide adequate off-street parking for employees, visitors and customers.

Each Building Site shall have not less than the minimum number of parking spaces required by the City of San Antonio regulations, except, however, the committee shall have the right to increase the minimum number of parking spaces required for any individual Building Site when (i) the plans and specifications for Improvements are submitted to the Committee for approval or (ii) an Owner or Occupant changes the use of the Improvements or Building Site from the use indicated in the plans and specifications finally approved by the Committee, if in either case the Committee is of the opinion that the anticipated use of the Improvement will require additional parking spaces. No parking or parking areas shall be permitted within the Landscaped Parkway.

4.3.2 All parking areas shall be curbed, covered with asphalt, concrete or enhanced paving, have appropriate surface marking and proper drainage; provided, however, that concrete or enhanced paving shall be used in all construction between (i) streets and (ii) the street right-of-way. Surface markings shall be white stripes or buttons unless otherwise approved by the Committee.

4.3.3 All parking areas must be architecturally screened with a variation of berms and landscaping on all street sides of the Building Site and, where practical, parking should be to the side of or behind buildings.

4.3.4 Driveways shall: (i) not intersect roads, streets or thoroughfares within thirty feet (30') of intersections; (ii) be constructed as specified in Subsection 4.3.2, above; and (iii) have a minimum width of twelve feet (12') per lane.

4.3.5 Multi-level parking structures shall be considered building structures and shall be subject to Building Setback lines and all other provisions of this Declaration.

4.3.6 An allotment for parking spaces for the handicapped shall be made by the Owner and/or Occupant pursuant to Federal, State and/or local regulations.

4.4 Off-Street Loading Areas and Truck/Trailer Parking.

4.4.1 On-street loading and/or parking shall be strictly prohibited. Owners and Occupants of each building shall be responsible for the enforcement of this provision.

4.4.2 All trucks, trailers and other commercial or industrial vehicle parking areas shall be to the rear or sides of buildings and screened from street view. All repair and maintenance work on trucks, trailers or other vehicles shall be screened from public view from street level.

4.4.3 All dock height opening and loading doors shall be to the rear or sides of buildings and screened from view of anyone within any street or right-of-way. With the Committee's prior written consent dock openings may be permitted on the front of buildings where docks are set back one hundred feet (100') or more from the street property line and visually screened from street view.

4.4.4 Grade-level truck drive-in openings may be permitted in front of buildings only with the Committee's prior written approval.

4.4.5 No loading or unloading shall be permitted within the Landscaped Setback.

4.4.6 All loading areas shall be paved with a concrete or asphalt surface material and shall be kept free of trash and other debris.

4.5 Easements and Rights-of-Way. Dedicated and/or proposed easements and rights-of-way are depicted in the Master Plan and/or the subdivision plat or plats of Westover Hills - Phase VI filed of record from time to time in the Deed and Plat Records of Bexar County, Texas. Notwithstanding any such depiction of easements and rights-of-way, no conveyance or deed for any part of the Real Property shall be construed to be a conveyance to any grantee of any easement or right-of-way over all or any portion of the Real Property unless such easement or right-of-way is specifically described in the deed or unless and until such easement or right-of-way is expressly depicted for public use. Declarant in all events retains and excepts the right to alter, change or close, partially or completely, any easements, streets or rights-of-way until such time as such easements, streets or rights-of-way have been dedicated to the City of San Antonio, Texas or other appropriate governmental entity.

4.6 Sidewalks. As part of the Schematic Design Submittal, Applicant shall submit to the Committee, for the Committee's reasonable approval, a plan for pedestrian walkways and sidewalks. The plan shall address the overall need for pedestrian circulation, including (i) security requirements, (ii) the need for sidewalks adjacent to streets and boulevards, and (iii) requirements of local governmental authorities. Construction of sidewalks shall be completed no later than the completion of construction of the first Improvements to be placed on each of Owner's Building Sites.

Article V

Architectural and Aesthetic Standards

A. 5.1 Landscaping.

5.1.1 Declarant has developed guidelines for landscaping and lighting (the "Landscape and Lighting Guidelines"). All Owners shall be required to install street and highway landscaping and lighting in accordance with this Declaration and the Landscape and Lighting Guidelines. The Landscape and Lighting Guidelines include, but are not limited to, standards for plant material type, size, spacing and quality, and may include, in addition, certain lighting and signage standards. Declarant and/or the Committee may, in their sole discretion, amend, alter or modify the Landscape and Lighting Guidelines from time to time.

5.1.2 There shall be a twenty five foot (25') landscaped area along Westover Hills Boulevard, Wiseman Boulevard and any other boulevard located within Westover Hills - Phase VI and a fifteen foot (15') landscaped area along all interior streets (the "Landscaped Setback"), such area being measured from street right-of-way lines, which landscaped area shall run the full length of the frontage. All unpaved areas within the Landscaped Setback and all unpaved portions of street rights-of-way adjacent to the

Landscaped Setback which are not utilized for driveways and approaches shall be landscaped by the Owner of each Building Site at such time as Improvements are constructed upon the Building Site, with a combination of trees, berms, ground cover, sod and shrubbery as provided for in the Landscape and Lighting Guidelines. An automatic underground sprinkler system shall be installed and maintained by each Building Site Owner; such sprinkler system shall provide total sprinkler coverage to all landscaped areas, but shall be designed so as to minimize sprinkler run-off to adjoining streets. Each Owner shall perpetually maintain all landscaped areas within its Building Site and in or along adjacent rights-of-way in a good and neat condition at all times in accordance with the maintenance guidelines set forth in this declaration. Each Building Site Owner shall water, cut, trim and maintain the landscaped areas within its Building Site and in or along adjacent rights-of-way. The Landscaped Setback may be changed in grade to permit landscaping variations and visual screening. For purposes of this Declaration, the portion of the street right-of-way which an Owner shall maintain is the parcel of land lying between the actual paved street and the Owner's property line for the entire frontage of the Owner's Building Site on the street or right-of-way. Owner shall maintain any property it owns in Westover Hills - Phase VI within the first twenty feet (20') from the curb of any boulevard or interior street free of weeds greater than fifteen inches (15") high and free of trash and debris.

5.1.3 Side setback areas which are not paved as driveways or walkways shall be landscaped utilizing sod, ground cover, shrubbery and trees.

5.1.4 Undeveloped areas within any Building Site shall be maintained in its natural state or may be cut and trimmed by the Owner but in any event shall at all times be kept free of debris and trash.

5.1.5 Prior to installation, all landscaping shall be approved in writing by the Committee. The landscaping for each Building Site, as approved by the Committee, must be fully completed within thirty (30) days following completion of the first building or other Improvement on the Building Site.

5.1.6 All landscape and irrigation plans submitted to the Committee by or on behalf of an Applicant shall be prepared by a professional landscape architect registered in the State of Texas, must comply with the Landscape and Lighting Guidelines and must be submitted as part of the plans and specifications to, and approved in writing by, the Committee before any landscape or irrigation work is commenced.

5.1.7 A detailed grading plan for each Building Site shall be submitted to the Committee with the landscape plans showing existing and proposed grades throughout the site. Generally, slopes intended to be covered with mowed grass should not exceed 30%, and any slope with a grade steeper than 30% should be covered with erosion netting and shrub or ground cover plantings. All berms and sloped areas shall be graded in such a manner that transition into such areas is smoothly made with no abrupt changes.

5.1.8 Every reasonable effort shall be made to preserve significant existing vegetation, including trees having a size of four (4) inches D.B.H. or greater.

5.1.9 Only the following uses shall be permitted within the Landscaped Setback:

- (i) Landscaping (consistent with the Landscaping and Lighting Guidelines);
- (ii) Sidewalks;
- (iii) Slopes;
- (iv) Signage consistent with Sign Regulations;
- (v) Bicycle trails (but motorized vehicles shall be prohibited);
- (vi) Monumentation (consistent with the Sign Regulations);
- (vii) Driveways (consistent with the Architectural Design Guidelines);
- (viii) Informational kiosks (subject to approval by Declarant and/or the Committee);
- (ix) Benches, trash receptacles and other street furniture (subject to approval by Declarant and/or the Committee);
- (x) Bus turnouts and bus stops;
- (xi) Guard houses (subject to approval by Declarant and/or the Committee);
- (xii) Covered walkways (subject to approval by Declarant and/or the Committee); and
- (xiii) Such other uses the Committee from time to time determines meet the intent of these Protective Covenants.

5.1.10 The following uses shall be prohibited within the Landscaped Setback:

- (i) Parking;
- (ii) Structures (except for those described in Section 5.1.8 above or otherwise expressly permitted in the Landscape and Lighting Guidelines);
- (iii) Vendors;
- (iv) Storage; and
- (v) Such other uses the Committee from time to time determines are not consistent with the intent of these Protective Covenants.

5.2 Exterior Construction. All buildings erected in Westover Hills - Phase VI shall be of masonry construction or its equivalent or better and shall conform to this Declaration and the

Architectural Design Guidelines adopted by Declarant and updated or amended from time to time by Declarant and/or the Committee. All exterior walls must be finished with concrete, brick, stone, glass or their equivalent. The Committee's written approval of the exterior elevations and materials of all Improvements or additions must be obtained before commencement of construction.

5.3 Sign Regulations.

5.3.1 In addition to the following requirements, Declarant has developed the Sign Regulations for all signs to be located in Westover Hills - Phase VI, in order to facilitate coordinated development within Westover Hills - Phase VI. All signage in Westover Hills - Phase VI must conform with the Sign Regulations and also the minimum signage standards contained herein. Further, all signage must be approved in writing by Declarant or the Committee prior to installation.

5.3.2 Each building may have one primary business and facilities identification sign oriented to each street on which the site has frontage (maximum of two such signs). If a sign is building mounted, it must not project above the roof line of a building or in front of a Building Setback Line and must be flush mounted;

5.3.3 Signs must not visually obstruct or detract from adjacent property and shall preserve the quality and atmosphere of the area.

5.3.4 All signs shall be maintained in a first-class manner, including all exterior finishes, lettering, electrical and lighting systems. Signs employing flashing lights or mechanical action are prohibited without prior written permission from Declarant or the Committee. Signs employing printed copy directly applied to exterior wall surfaces are not permitted.

5.3.5 No temporary signs or billboards shall be permitted to be placed in Westover Hills - Phase VI or on any Owner's Improvements, except those temporary signs which Declarant or the Committee has approve in writing prior to erection and those signs erected by Declarant for the purpose of advertising Westover Hills - Phase VI; provided, however, Declarant may not place such advertising signs on parcels sold by Declarant without the prior written consent of the Owner.

5.3.6 Plans and specifications for the construction, installation or alteration of all signs, including those on loading docks, parking facilities, buildings, storage areas, etc., shall be first submitted to Declarant or the Committee for written approval. Such plans and specifications for any sign shall include, but not be limited to, the color(s), dimensions, location on the site, height, copy, and type of construction, type of illumination, length of time sign shall be displayed, and other characteristics. No sign shall be erected, substituted, changed or modified on the Real Property or Improvements without Declarant's or the Committee's prior written approval of plans and specifications therefore.

5.3.7 Owners are encouraged, where practical, to utilize wall systems for primary business and facilities identification signage.

5.3.8 The words "Sea World" may not be used in the name of any building or project in Westover Hills - Phase VI by any Owner or Occupant. Also, except for use by The Capital Group Companies, Inc., and its affiliates, the words "American Funds" or "Capital Group", or any combination thereof which might create potential confusion with The Capital Group or American Funds, may not be used in the name of any building or project in Westover Hills - Phase VI by any Owner or Occupant. The words "Westover Hills" may not be used by any Owner or Occupant without Declarant's prior written approval, other than to denote the location of property within Westover Hills - Phase VI.

5.4 Outdoor Storage and Display.

5.4.1 No materials, supplies or equipment shall be stored, parked or displayed in any area in Westover Hills Phase VI other than areas located behind the front Building Setback Line, which areas are screened from view from streets by buildings and/or natural or manmade screens approved by the Committee. All equipment and facilities for the bulk storage of liquids, petroleum products, fuels, water and similar materials shall be deemed to be outside storage.

5.4.2 Garbage and refuse containers shall be concealed by a combination of screening and proper placement behind buildings so that containers cannot be seen from streets. The construction materials and proposed locations of all refuse containers shall be shown on the plans and specifications submitted to the Committee for approval before commencement of construction. No refuse collection areas shall be permitted in front of any building.

5.5 Vehicle Storage. No trailer, tcn, boat, recreational vehicle, truck, car or other vehicle shall be parked or stored on a permanent basis in Westover Hills - Phase VI. Stripped-down, wrecked, junked, abandoned or wholly inoperable vehicles are prohibited and shall be removed by the Owner at the Owner's expense from its premises.

5.6 Radio and Television Antennae, Satellite Dishes and Solar Panels. No radio or television aerials, wires, towers, transmitters, antennae, discs, satellite dishes, or other special television or cable apparatus or equipment, or solar panels or other similar apparatus, shall be erected, installed or placed in Westover Hills - Phase VI unless screened from street view with natural or manmade screens approved by Declarant or the Committee.

5.7 Mail Boxes. No mail boxes shall be erected or maintained within Westover Hills - Phase VI without the prior written approval of Declarant or the Committee.

5.8 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in Westover Hills - Phase VI without the prior written approval of Declarant.

5.9 Screens and Retaining Walls.

5.9.1 All screens shall form a complete opaque screen and be of a minimum height of six feet (6') or the height of the objects being screened, whichever is higher. The materials used for screening may be plants and/or solid materials consistent with

other design elements on the Building Site. Wood fences are prohibited without the prior written approval of Declarant or the Committee. Generally, chain link and barbed wire fences shall be prohibited except in those special circumstances wherein the Declarant or Committee determines that said fences are necessary for the security of Owner's facilities, and in those special cases where the chain link and/or barbed wire fences are appropriate, they shall be black and of a type expressly approved in writing by Declarant or the Committee.

5.9.2 Screens enclosing portions of a Building Site shall be permitted provided they do not encroach on the Landscaped Setback and have been approved in writing by Declarant or the Committee.

5.9.3 All mechanical equipment, utility meters, roof-mounted material and storage tanks shall be screened from view by an architecturally suitable method approved in writing by Declarant or the Committee before construction or erection.

5.9.4 All screens and retaining wall shall be included in the plans and specifications submitted to the Committee for written approval before commencement of construction.

5.10 Exterior Illumination. Declarant has developed guidelines for all exterior lighting to be located within Westover Hills - Phase VI as set forth in the Landscape and Lighting Guidelines. All exterior lighting within Westover Hills - Phase VI must conform with the Landscaping and Lighting Guidelines and also with the minimum standards contained herein. Declarant and/or the Committee may require each Building Site Owner to install such building mounted or free standing photo-electric type lighting as Declarant and/or the Committee may determine appropriate and attractive. Illumination shall be required on all exterior walls facing streets, and for all parking areas, landscaped areas and walkways and between buildings, as set forth in the Landscaping and Lighting Guidelines; provided there is no unreasonable overlapping of light onto other property or disturbing glares. The methods of illumination of the Improvements shall be shown on the plans and specifications submitted to the Committee for approval.

5.11 Utilities. Declarant and/or utility companies shall have the right to bring primary service lines overhead to each Owner's Building Site. All of Owner's "on-site" electrical lines, connections and telephone lines, and similar cable located within Westover Hills - Phase VI shall be placed underground unless otherwise approved in writing by Declarant or the Committee. Transformers and terminal equipment which are a part of such "on-site" electrical lines shall be visually screened from view from streets.

5.12 Maintenance.

5.12.1 All Building Sites in Westover Hills - Phase VI including the land, buildings, other Improvements and appurtenances, and landscaping should be kept in a well-maintained, safe, clean and attractive condition at all times. Such maintenance shall include, but not be limited to, the following:

- (i) Maintaining a safe and clean condition during construction;

- (ii) Prompt removal of all litter, trash, debris and waste;
- (iii) Lawn mowing;
- (iv) Tree and plant trimming, pruning and fertilization;
- (v) Watering of all lawn and garden areas and keeping the same alive and free of weeds, and replacing any and all damaged and dead vegetation and trees;
- (vi) Maintaining exterior lighting and mechanical facilities in good working order;
- (vii) Maintaining parking areas, walks, driveways and roads clean and in good repair;
- (viii) Striping all parking and driveway areas and repainting all Improvements so all such painting is maintained in a neat fashion;
- (ix) Maintaining all required landscaped areas, buffers and screens, including replacement of any and all damaged landscaping;
- (x) Repairing all exterior damage, including the effects of normal wear and tear to any Improvements from any cause whatsoever;
- (xi) Maintaining drainage canals, rights-of-way and/or easements, if any, within the Building Site as provided in Section 5.17 below; and
- (xii) Maintain any property owned in Westover Hills - Phase VI within the first twenty feet (20') from the curb of any boulevard or interior street free of weeds greater than fifteen inches (15") high and free from trash and debris.

5.12.2 Enforcement. If, in the opinion of Declarant, any Owner and/or Occupant shall fail to properly maintain any portion of Westover Hills - Phase VI for which it is responsible, then Declarant may give such Owner and/or Occupant notice of such fact and such Owner and/or Occupant must, within ten (10) days of such notice, undertake and diligently pursue the care and maintenance required to restore such Owner's and/or Occupant's Building Site or property to a safe, clean and attractive condition. Should any such Owner and/or Occupant fail to fulfill this duty and responsibility after such notice, then Declarant shall have the right and power, but not the obligation, to perform such care and maintenance, and the Owner and/or Occupant of the Building Site or property on which such work is performed shall promptly reimburse Declarant for the cost thereof. If such Owner and/or Occupant shall fail to so reimburse Declarant within fifteen (15) days after being billed therefore by Declarant, then such unreimbursed cost shall be and become a debt of such Owner and/or Occupant, (including interest thereon to be calculated from the expiration of said fifteenth (15th) day at the highest legal rate allowed

by applicable law), payable to Declarant and shall be secured by a lien against such Owner's and/or Occupant's Building Site and/or property. Such lien shall be subordinate and inferior to all liens securing amounts due or to become due under any mortgage granted from Declarant or any mortgage given for Building Site purchase money or improvements held by a bona fide financial institution (e.g., state or federally chartered bank or savings and loan association or life insurance company) affecting the Building Site or property subject to such charge if such mortgage has been filed of record in Bexar County, Texas, prior to the date the charge of Declarant for maintenance or repairs shall be come due and payable. Any foreclosure by the holder of such mortgage, whether by power of sale as set out in the deed of trust or other applicable security instruments, or through court proceedings, shall cut off and extinguish the liens in favor of Declarant prior to such foreclosure date; provided, however, that such foreclosure shall not remove or free any Building Site or property from liens securing charges thereafter becoming due and payable under this Subsection 5.13.2, nor shall the personal obligation to Declarant of any Owner, tenant and/or occupant foreclosed upon be extinguished by such foreclosure.

5.13 Maintenance of Common Areas and Common Facilities. Declarant shall maintain all of the Common Areas and Common Facilities within or directly adjacent to Westover Hills - Phase VI such maintenance to include, but not be limited to: (i) landscaping and planting trees and vegetation; (ii) installing and maintaining lighting and irrigation equipment; (iii) maintaining medians, parkways, entrances, etc., (iv) the removal of all litter, trash and waste; (v) mowing; (vi) tree and plant trimming and pruning; (vii) replacement of plants and trees; (viii) fertilization and watering; (ix) maintaining the general signage; (x) maintaining general mechanical facilities in good working order; and (xi) providing general security services if and as Declarant shall deem appropriate. All such landscaping and lighting shall be in such manner as Declarant shall deem appropriate. This Section 5.13 shall not be deemed in any way to limit or reduce the obligations of Owner and/or Occupant to maintain its Building Site as elsewhere set out herein. Any and all costs of maintenance of Common Areas and Common Facilities shall be assess to the Owners as set out in Section 5.14 below, which assessments shall be secured by a lien upon each Owner's Building Site or property, on the same terms as the liens described in Sub-section 5.12.2 of this Declaration. Declarant may temporarily close any part of the Common Areas or Common Facilities for such period of time as is necessary to make repairs or alterations to the Common Areas or Common Facilities.

5.14 Allocation of Costs. All costs of Common Areas and/or Common Facilities maintenance, including, without limitation, (i) planting, general maintenance (including cost of water usage and sprinkler repair), illumination (including related utilities and light and/or fixture replacements), signage, sweeping, striping, lighting, and improving and maintaining streets and roads, where applicable; (ii) maintenance, repair and relocation of improvements to enhance and beautify Common Areas; (iii) taxes attributable to Common Areas and Common Facilities; (iv) liability insurance premiums attributable to Common Areas and Common Facilities; (v) Declarant's reasonable overhead costs attributable to Common Areas and Common Facilities maintenance; (vi) costs of capital reserves established for the replacement and repair of improvements located in Common Areas; (vii) security costs; and (viii) all other such similar expenses incurred by Declarant, in its discretion, in good faith to maintain and beautify the Common areas and/or Common Facilities and carry out the Protective Covenants, shall be assessed to and shared by the Owners as set out below:

5.4.1 Maintenance expenses (as described in Section 5.13 above) of Common Areas and Common Facilities shall be allocated to the Owners in Westover Hills - Phase VI in the same proportion as the "Net Area" owned by each Owner bears to the total "Net Area" of Westover Hills - Phase VI which contains such Common Areas and Common Facilities and are covered by this or a similar declaration for maintenance of such Common Areas and Common Facilities. Declarant shall pay the share of such expenses for the Net Area of Westover Hills - Phase VI owned by Declarant. The term "Net Area" shall mean gross acreage, less the area of all Common Areas and Common Facilities, roads, streets, alleys and drainage facilities dedicated for public use or owned by Declarant, but there shall be expressly included in "Net Area" building setback areas, landscaped areas and the areas in any gas, electric, telephone, cable television, sanitary sewer, drainage and utility easement.

5.14.2 Declarant shall estimate in advance the total expenses for maintenance of the Common Areas and Common Facilities for each calendar year and shall send and invoice to each Owner once each quarter during such calendar year billing such Owner for such Owner's share of such estimated expense. Each Owner shall have thirty (30) days from the date of each invoice to pay Declarant the invoiced amount. After the end of each calendar year, Declarant shall provide each Owner with an itemized accounting of all expenses of Common Areas and Common Facilities maintenance actually incurred by Declarant during such preceding calendar year (to include, without limitation, a five percent (5%) administrative charge payable to Declarant), such accounting shall be delivered to each owner within sixty (60) days after the end of each calendar year. Based upon such accounting, each Owner shall either immediately remit to Declarant the difference between the expensed allocated to such Owner's Net Area and the sums actually paid by such Owner for the preceding calendar year, or such Owner shall be entitled to a credit against the next succeeding quarterly assessments for the amount of any surplus which may have been collected by Declarant.

5.14.3 Declarant may increase or decrease the estimate of annual maintenance charges at any time. The books and records of Declarant for the maintenance of the Common Areas and Common Facilities shall be open to each Owner's inspection at reasonable business hours at Declarant's office upon forty-eight (48) hour prior written notice.

5.15 Exemption from Assessments. Anything herein to the contrary notwithstanding, all Common Areas and/or Common Facilities and similar areas dedicated or designated to be used for public use, or owned by Declarant and maintained for the general use and benefit of the Owners and Occupants of Westover Hills - Phase VI shall be exempt from assessments and charges for Common Areas and/or Common Facilities maintenance.

5.16 Enforcement of Assessments. If any Owner shall fail to pay to Declarant either any quarter-annual assessment or any year-end adjustment for the maintenance of Common Areas and/or Common facilities within fifteen (15) days from the date of the statement therefore, then such sums due Declarant shall be a debt of such Owner payable to Declarant and shall be secured by a lien against such Owner's Building Site and/or other property upon same terms as the liens described in Subsection 5.12.2, above.

5.17 Drainage Easements. Notwithstanding any maintenance of Common Areas and/or Common Facilities undertaken by Declarant, it shall be the obligation of the Owner of each Building Site on which a drainage easement is located to maintain such easement in its natural state, free of trash and debris or water and otherwise maintain in a “first-class manner” that portion of any drainage easement located on such Owner’s Building Site. Declarant nevertheless shall have the right, but not the obligation, to maintain any such drainage easement in whole or in part, and all costs incurred in connection therewith shall be Common Areas maintenance costs to be assessed in accordance with Section 5.14 above.

5.18 Responsibility of Declarant. Declarant shall not be responsible for any damage, destruction or deterioration of landscaping or other improvements within any Common Areas or Common Facilities which is beyond the control of Declarant.

5.19 Right to Approve Removal of Plants. In addition to the authority otherwise granted herein, Declarant and/or the Committee shall expressly have the right to approve all proposed removals and relocations of plants within the Landscaped Setback, and Declarant shall have a right of first refusal on the subsequent use of all plants removed.

5.20 Temporary Structures. No temporary building or structure shall be permitted in Westover Hills - Phase VI; however, trailers, temporary buildings, barricades and the like shall be permitted for construction of Improvements only, in accordance with the plans therefore approved by the Committee. Such structures shall be placed as inconspicuously as possible and cause no inconvenience to the general public. Such temporary buildings and structures shall be removed not later than thirty (30) days after the date of substantial completion of buildings or other Improvements. Notwithstanding the above, Declarant may make use of temporary buildings to be located in Westover Hills - Phase VI for the purpose of marketing and/or administering Building Sites and/or Westover Hills - Phase VI.

Article VI

Property Owners Association

6.1 Formation. Declarant may at any time, at Declarant’s option, form a Property Owners Association (the “Association”) for Westover Hills - Phase VI. In the event the Property Owners Association is formed, it shall be for the purpose of interpreting and enforcing this Declaration; determining and collecting assessments for Common Areas and Common Facilities maintenance, repair preservation, upkeep and protection in accordance herewith; and performing such other duties and functions as Declarant shall assign to the Association. The Association shall be a Texas non-profit corporation or such other entity as Declarant shall deem advisable. Declarant shall prescribe a set of By-Laws which shall be used to govern the Association.

6.2 Membership. Each Person who is an Owner in Westover Hills - Phase VI shall automatically be eligible to become a member of the Association when and if said Association is formed.

6.3 Common Areas and Common Facilities. Declarant may retain legal title to all or portions of the Common Areas and Common Facilities in or adjacent to Westover Hills - Phase

VI until such time as the Association has been formed and has been assigned responsibility for the management and operational maintenance of same or the same have been dedicated for the use of the public. Until the Association has been informed and management responsibility for the Common Areas and Common Facilities has been assigned to the Association, Declarant shall be entitled to exercise all the rights and privileges pertaining to the Common Areas and Common Facilities. After the Association has been formed, Declarant shall convey legal title to all of the then existing Common Areas and/or Common Facilities adjacent to Westover Hills - Phase VI to the Association. Declarant shall have the right, at any time before conveyance of the then existing Common Areas and Common Facilities to the Association, to dedicate and/or convey all or any portion of the Common Areas and/or Common Facilities to the City of San Antonio, Texas, or other appropriate governmental or quasi-governmental authority.

Article VII

Term

7.1 Term. The Protective Covenants contained herein are to run with the land and shall be binding upon all Persons owning any portion of Westover Hills - Phase VI for a period of twenty-five (25) years from and after the date this Declaration is recorded, after which time the Protective Covenants shall be automatically extended for successive periods of ten (10) years each unless and until an instrument signed by the then owners of a majority of the Net Area within Westover Hills - Phase VI (including all additions under Section 10.2 below) shall have been recorded within ninety (90) days after the end of any such period agreeing to terminate the Protective Covenants in whole or in part; provided, however, that as long as Declarant owns any land within Westover Hills - Phase VI (including additions thereto as described in Section 10.2), any termination of the Protective Covenants must be agreed to by Declarant.

Article VIII

Platting; Replatting

8.1 Platting/Replatting. Declarant may, at any time and from time to time hereafter, execute, acknowledge and file for record in the office of the County Clerk of Bexar County, Texas, or with any other appropriate governmental or quasi-governmental authority, (i) any and all plats or replats or drawings of all or any portion of Westover Hills - Phase VI then owned by Declarant, and may dedicate all public areas, streets, alleys, rights-of-way, easements and other matters shown on such plats to public use, and (ii) subdivision restrictions and/or amendments thereto with respect to any portion or portions of Westover Hills - Phase VI which are required by law or by any governmental or quasi-governmental authority in connection with any platting or replatting shall be obtained, but no other consents shall be required.

Article IX

Inspection and Enforcement of Protective Covenants

9.1 Inspection. Declarant and/or the Committee and/or their respective agents and/or representatives may from time to time, both during construction of Improvements and after completion of such construction, at any reasonable hour or hours, enter and inspect any Building Site and/or Improvements to ascertain compliance with this Declaration. Such inspections

during construction may include inspections to ascertain conformance with plans and specifications finally approved by the Committee. Such inspections shall not be in lieu of, nor in any way abrogate, the Owner's responsibility to inspect all aspects of development and construction, including without limitation, the structural components and mechanical and electrical systems of all Improvements. Neither Declarant nor the Committee shall incur any liability as a result of an inspection performed by or on behalf of Declarant and/or the Committee, and such inspections shall not in any even be construed as a warranty of the structural, engineering or mechanical soundness of any Improvement. Such inspections shall not replace any required inspections of governmental or quasi-governmental authorities.

9.2 Enforcement by Declarant. Declarant may, upon any breach of the Protective Covenants by any Owner and/or Occupant of a Building Site or Improvement, without being liable for trespass or other prosecution or for any claim for damages, enter upon any Building Site and/or Improvement subject to prior notice and a reasonable time to cure and do whatever the Owner and/or Occupant is obligated to do to effect compliance of the Owner's and/or Occupant's obligations under the Protective Covenants, and the Owner and/or Occupant, jointly and severally, agree to reimburse Declarant on demand for any expenses which Declarant may incur in effecting compliance. All Owners and/or Occupants further agree that Declarant shall not be liable for any damages resulting to such Owners and/or Occupants arising from such action, whether caused by negligence of Declarant or otherwise. Violation of the Protective Covenants shall further give to Declarant the right to enter upon the applicable Building Site and/or Improvement and to summarily abate and remove, at the expense of the Owner and/or Occupant, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding against the Owner and/or Occupant who has or is attempting to violate any of the Protective Covenants to enjoin or prevent him or them from doing so or to cause such violation to be remedied or to recover damages for such violation. Notwithstanding the above, Declarant shall give the Owner and Occupant of the Building Site or Improvement ten (10) days prior written notice before instigating corrective actions, which written notice shall specify the nature of the violation.

9.3 Enforcement by Owner. Each Owner and/or Occupant may separately, at the Owner's and/or Occupant's own risk, cost and expense, enforce the Protective Covenants against any other Owner and/or Occupant provided, however, that such owner and/or Occupant must first give Declarant (or the Association, when formed) written notification of the claimed violation and Declarant (or the Association, when formed) must fail to act against the violator within sixty (60) days after receipt of such notification.

9.4 No Waiver of Right to Enforce. Failure of Declarant to enforce any of the Protective Covenants herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other Protective Covenant or condition. Declarant shall not be liable for any such failure to enforce.

9.5 Assignment of Enforcement Rights. Declarant may at any time assign the enforcement powers of this Declaration to its successors or assigns, to the Association or to another group of property Owners which includes the Owners within Westover Hills - Phase VI, by executing and recording in the Real Property Records of Bexar County, Texas, an assignment of such enforcement powers.

9.6 Attorney's Fees. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the violating party or parties shall pay the attorneys' fees of the enforcing party or parties, if such enforcing party prevails in such amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

Article X

Amendment of Protective Covenants

10.1 Amendment of Protective Covenants. This Declaration or any provision hereof, or any covenant, condition, restriction or reservation contained herein, may be modified or amended, as to the whole of Westover Hills - Phase VI or any portion thereof, by Declarant, in Declarant's sole discretion, until such time as either (a) Declarant has formed the Association pursuant to Section 6.1 hereof, or (b) Declarant shall have conveyed to third parties sixty-five percent (65%) or more of the Net Area of Westover Hills - Phase VI. At such time as Declarant shall have conveyed to third parties sixty-five percent (65%) or more of the Net Area of Westover Hills - Phase VI, this Declaration may be modified or amended, as to the whole of Westover Hills - Phase VI or any portion thereof, by an affirmative vote of the Owners of at least two-thirds (2/3s) of the net acres (that is, Westover Hill less any Common Areas, Common Facilities or acreage dedicated for public streets); provided, however, that until such time as Declarant shall have conveyed to third parties one hundred percent (100%) of the Net Area of Westover Hills - Phase VI, no such modification or amendment shall be effective without the written approval and joinder of Declarant. Any such modification or amendment shall be effective immediately upon the recording of a proper instrument in writing, executed and acknowledged by two-thirds (2/3s) of the Owners as set forth above and Declarant, in the office of the County Clerk of Bexar County, Texas.

10.2 Additions to Property Subject to Declaration. Declarant may add additional property to Westover Hills - Phase VI at any time by filing of record a Supplemental Declaration which extends the scheme of the Protective Covenants and this Declaration to such additional property; provided, however, that the covenants and restrictions contained herein as applied to the property which is so added may be altered or modified by such Supplemental Declaration. Each such Supplemental Declaration shall include a geographical description of the additional property, and shall contain the additions, deletions or modifications to or from the Protective Covenants, to which such property shall be subject. All property subject to each Supplemental Declaration, at Declarant's option, shall be a part of Westover Hills - Phase VI for all purposes under this Declaration except as expressly otherwise provided in the applicable Supplemental Declaration.

ARTICLE XI

MISCELLANEOUS

11.1 Attorney-In-Fact. Declarant may at any time and from time to time, by instrument filed of record in the office of the County Clerk of Bexar County, Texas, appoint any person, firm or corporation as agent and attorney-in-fact to perform any act, function or duty of Declarant hereunder, and such power may be revoked by Declarant by filing an instrument of record in the office of the County Clerk of Bexar County, Texas, revoking the power of such

agent and attorney-in-fact. In this connection, Declarant hereby appoints and designates Charles Martin Wender as agent and attorney-in-fact to do and perform any act, function or duty hereunder as Declarant as fully as if Charles Martin Wender were acting on his own behalf, and agrees that any party may rely upon the act of Charles Martin Wender as Declarant hereunder unless and until such power is revoked in the manner hereinabove provided.

11.2 Severability. The invalidation of any one of the restrictions or covenants herein contained, or the failure to enforce any of such restrictions or covenants at the time of its violation, shall in no event affect any of the other restrictions or covenants herein contained nor be deemed a waiver of the right to enforce the same or any other restriction or covenant thereafter.

11.3 Constructive Notice and Acceptance. Every Person who, now or hereafter, owns or acquires any right, title or interest in or to any portion of Westover Hills - Phase VI, whether as Owner, tenant or occupant, is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction herein contained, whether or not any reference to this Declaration shall be contained in the instrument by which such Person acquires an interest in such portion of Westover hills - Phase VI.

11.4 Titles. The titles, headings and captions used in this instrument are for convenience only and are not to be used in construing this instrument or any part hereof.

11.5 Continuing Effect - Limited Scope. This Declaration shall run with the land comprising Westover Hills - Phase VI and be binding upon and inure to the benefit of all future Owners and/or Occupants of all or any portion of Westover Hills - Phase VI, and their respective heirs, executors, successors and assigns. This Declaration is for the benefit of Declarant and the Owners who purchase land located within the boundaries of Westover Hills - Phase VI.

11.6 Approval. Where approval is required by this Declaration such approval shall not be unreasonably withheld or delayed, and any such refusal by Declarant or the Committee to give any approval called for herein, such refusal shall be accompanied by a statement of reasons for such disapproval. If all of the cited matters causing such disapproval are corrected in such reasonable period of time as established by Declarant or the Committee, then approval shall be deemed given.

11.7 Conflict. To the extent the actions required or permitted by this Declaration are prohibited by the requirements (including statutes, regulations, ordinances, directives, decisions and orders) of any court or any state, federal, city or county governmental agency, such requirements shall control.

11.8 Additional Covenants as to Residential Use. This Declaration does not address the use of any portion of Real Property for "Residential Purposes". In the event Declarant, in Declarant's sole discretion, deems it necessary, appropriate and/or desirable to modify this Declaration or add additional restrictions to the Real Property which address the use of the Real Property for Residential Purposes, then Declarant shall have and hereby does have the right and power to do so; provided, however, any modifications to this Declaration pursuant to this Section shall only affect property then owned by the Declarant.

**WESTOVER HILLS DEVELOPMENT
PARTNERS, L.P., a Texas limited partnership**

**By: Samoth Texas Corporation
Its General Partner**

**By: _____
Charles Martin Wender
President**

(Protect Cov & Perform Stand - input)WOH - Phase VI Guidelines

EXHIBIT "A"

Index of Tracts that make up the land to be covered by the
"MASTER DECLARATION OF PROTECTIVE COVENANTS
AND PERFORMANCE STANDARDS FOR
WESTOVER HILLS - PHASE VI"

TRACT A	39.299 Acres
TRACT B	403.596 Acres
Save and Except the QVC TRACT	(10.000 Acres)
TRACT C	8.713 Acres
TRACT D	1.737 Acres
TRACT E	37.416 Acres
TRACT F	2.731 Acres
TRACT G	1.525 Acres
TRACT H	8.109 Acres
TRACT I	1.586 Acres
TRACT J	<u>97.090 Acres</u>
TOTAL	591.802 Acres

(Protect Cov & Perform Stand - input)WOH - Phase VI Guidelines