

BY-LAWS
OF
HIDDEN FOREST HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is Hidden Forest Homeowners Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located on Partridge Trail, Hidden Forest Subdivision, but meetings of members and directors may be held at such places within the State of Texas, County of Bexar, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Hidden Forest Homeowners Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, Hidden Forest Units #1 and #2, Bexar County, Texas, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to L. A. D. Properties, Inc., its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the County Clerk, Bexar County, Texas.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P. M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than 15 days nor more than 50 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years, and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without A Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting.

The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have

power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words Hidden Forest Homeowners Association.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, at which a quorum of members is present, by a vote of a majority of such members.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

Section 1. The fiscal year of the Association shall begin on the first day of November and end on the 31st day of October of every year, except that the first fiscal year shall begin on the date of incorporation.

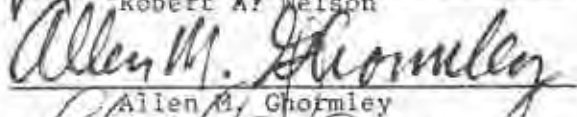
Section 2. Each director or officer, whether or not then in office, shall be indemnified by the Association against all costs and expenses reasonably incurred by or imposed upon him in connection with or arising out of any action, suit or proceeding in which he may be involved by reason of his being or having been a director or officer of the Association, such expenses to include the cost of reasonable settlements (other than amounts paid to the Association itself) made with a view to curtailment of costs of litigation. The Association shall not, however, indemnify any director or officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceeding to have been derelict in the performance of his duty as such director or officer, or guilty of fraud or material misrepresentation to the

Association, its Board of Directors, its shareholders, or any other person, nor in respect of any matter on which any settlement or compromise is effected, shall substantially exceed the expense which might reasonably be incurred by such director or officer in conducting such litigation to a final conclusion. The foregoing right of indemnification shall not be conclusive of other rights to which any director or officer may be entitled as a matter of law.

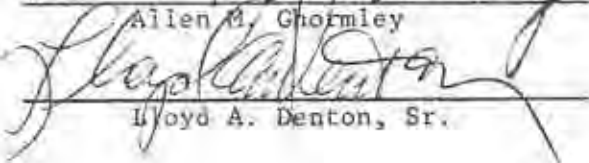
IN WITNESS WHEREOF, we, being all of the initial directors of the Hidden Forest Homeowners Association, have hereunto set our hands this 27th day of July, 1974.


Robert A. Nelson

8103 Broadway, San Antonio, Texas


Allen M. Ghormley

8103 Broadway, San Antonio, Texas


Lloyd A. Denton, Sr.

8103 Broadway, San Antonio, Texas

**FIRST AMENDMENT TO THE BYLAWS
HIDDEN FOREST HOMEOWNERS ASSOCIATION**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR §

WHEREAS, Hidden Forest Subdivision is a residential subdivision located in San Antonio, Bexar County, Texas (hereinafter the "Subdivision"); and,

WHEREAS, the Subdivision is governed by a Texas Non-Profit Corporation known as Hidden Forest Homeowners Association (hereinafter the "Association"); and,

WHEREAS, the Board of Directors of the Association is authorized, pursuant to Article 1396-2.09(B), Texas Civil Statutes, to adopt, amend or repeal bylaws, except in certain situations which are inapplicable to the Association; and,

WHEREAS, the Board of Directors of the Association is of the opinion that certain changes to the Bylaws are necessary and desirable for the more orderly administration of the affairs of the Association and governance of the Subdivision;

NOW, THEREFORE, BE IT HEREBY KNOWN that the Board of Directors of the Association did, at a September 10, 2009, meeting of the Board of Directors of the Association, duly and properly called pursuant to the Bylaws and all other governing authorities, adopt the following amendments to the Bylaws of Hidden Forest Homeowners Association, Inc., to-wit:

I.

Article III, Section 1 of the Bylaws is amended to read as follows:

Section 1. Annual Meetings. The regular annual meetings of the members shall be held on the second Wednesday of October of each year, at the hour of 6:30 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

II.

Article V, Section I of the Bylaws is amended to read as follows:

Section I. Nomination. Nomination for the election to the Board of Directors shall be by the following procedure: there shall be an announcement in the newsletter for two consecutive months (July and August) that elections will be held, asking those interested in running to send in biographical information to the office. Everyone who responds will be placed on the ballot as long as they are in good standing in payment of their assessments.

III.

Article VIII, Section 8(c) of the Bylaws is amended to read as follows:

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

IV.

Article VIII, Section 8(d) of the Bylaw is amended to read as follows:

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an audit of the Association's books to be made by a public accountant at the completion of each fifth fiscal year, commencing in 2010; cause a review of the Association's books to be made by a public accountant at the completion of each fiscal year in which an audit is not to be conducted; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. Any officer of the Corporation may sign checks and promissory notes of the Association

V.

Article XIV, Section 1 of the Bylaws is amended to read as follows:

Section 1. The fiscal year of the Association shall begin on the first day of October, and end on the 30th day of September of every year.

III.

Article VIII, Section 8(c) of the Bylaws is amended to read as follows:

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

IV.

Article VIII, Section 8(d) of the Bylaw is amended to read as follows:

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; cause an audit of the Association's books to be made by a public accountant at the completion of each fifth fiscal year, commencing in 2010; cause a review of the Association's books to be made by a public accountant at the completion of each fiscal year in which an audit is not to be conducted; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. Any officer of the Corporation may sign checks and promissory notes of the Association.

V.

Article XIV, Section 1 of the Bylaws is amended to read as follows:

Section 1. The fiscal year of the Association shall begin on the first day of October, and end on the 30th day of September of every year.


By their signatures below the President and Secretary of the Association certify that the foregoing amendment was validly adopted by the Board of Directors, as stated above.

Signed this 10 day of December, 2009.

HIDDEN FOREST HOMEOWNERS ASSOCIATION, A
Texas Non-Profit Corporation

By: 
Alan Cooper, Its President

ATTEST:


_____, Its Secretary

STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

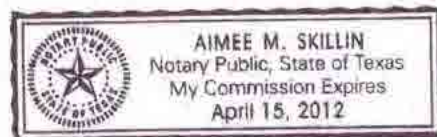
ACKNOWLEDGED before me on date set forth above, by Alan Cooper, President of
HIDDEN FOREST HOMEOWNERS ASSOCIATION, to certify which witness my hand and
seal of office.


Notary Public, State of Texas


STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

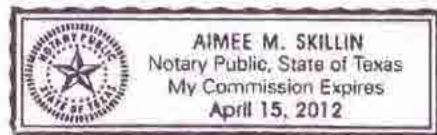


ACKNOWLEDGED before me on date set forth above, by Aimee Skillin,
Secretary of HIDDEN FOREST HOMEOWNERS ASSOCIATION, to certify which witness my
hand and seal of office.


Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Hidden Forest Homeowners Association
831 Sherman Oak
San Antonio, TX 78232
5171001726794



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AMENDED
DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
HIDDEN FOREST, UNIT #1, UNIT #2 and
UNIT 2A, BEXAR COUNTY, TEXAS

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THIS DECLARATION, made on the date hereinafter set forth by
L. A. D. PROPERTIES, INC., hereinafter referred to as "Declarant",

W I T N E S S E T H :

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

Lot 1 thru Lot 6	Block 1
Lot 44 thru Lot 62	Block 1
Lot 1 thru Lot 30	Block 2
Lot 1 thru Lot 16	Block 3
Lot 1 thru Lot 7	Block 4
Lot 1 thru Lot 7	Block 5
Lot 1 thru Lot 25	Block 6
Lot 51 thru Lot 66	Block 6
Lot 1 thru Lot 18	Block 7

HIDDEN FOREST, UNIT #1, situated in Bexar County, Texas,
according to map or plat recorded in Volume 7200, Pages
67, 68, 69 and 70, Bexar County Deed and Plat Records;

Lot 67 thru Lot 106	Block 6
Lot 1 thru Lot 57	Block 8
Lot 1 thru Lot 27	Block 9
Lot 1 thru Lot 25	Block 10
Lot 1 thru Lot 7	Block 11
Lot 1 thru Lot 13	Block 12

HIDDEN FOREST, UNIT #2, situated in Bexar County, Texas,
according to map or plat recorded in Volume 7200, Pages
65 and 66, Bexar County Deed and Plat Records;

Lot 1	Block 11
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HIDDEN FOREST, UNIT 2-A, situated in Bexar County, Texas,
according to map or plat recorded in Volume 7500, Page
100 Bexar County Deed and Plat Records.

L. A. D. PROPERTIES, INC., hereby certifies that it has sub-
divided the above described land as shown by the map and plat of
such subdivision, which map and plat has heretofore been filed as
the true and correct survey, map and plat thereof, and which sub-
division is and shall be known as HIDDEN FOREST.

For the benefit of itself as owner of the land in said sub-
division, and for the use and benefit of present or subsequent

owner or owners of any lot therein, as well as the use and benefit of all future owners thereof, the following covenants are made and adopted to run with the land as hereinafter set out.

If the parties hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. The term "parties" or "party" does not include the Architectural Control Committee hereinafter appointed by these Restrictive Covenants.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Hidden Forest Homeowners Association, its successors and assigns.

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

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

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association, free and clear of liens and encumbrances at the time of the conveyance of the first lot, is described as follows:

Lot 1, Block 11, Hidden Forest Subdivision, Unit 2-A
lying and being situated in Bexar County, Texas.

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

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Section 4. "Declarant" shall mean and refer to L. A. D. Properties, Inc., its successors and assigns if such successors and assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

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

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

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

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be

appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

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

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

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1980.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment,

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1 VOL 7495 PAGE 340

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment for Class A members shall be Ninety Dollars (\$90.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

(d) Class B members shall pay annual and special assessments equal to 25% of the appropriate assessment for Class A members.

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

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

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 15 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

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

Section 7. Date of Commencement of Annual Assessments:

Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner ~~subject thereto~~. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of
the Association. Any assessment not paid within thirty (30) days

after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

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

ARTICLE V COVENANTS

1. SINGLE-FAMILY RESIDENTIAL LOTS. Lots in Hidden Forest Unit #1 and Unit #2 shall be known and described as single-family residential lots. Lot 1, Block 11, in Hidden Forest, Unit 2-A shall be Recreation Area.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plot plan showing the location of the structures have been approved by the Architectural Control Committee as to harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. In considering the harmony of external design between existing structures and the proposed building being erected, placed, or altered, the Architectural Control Committee shall consider only the general appearance of the proposed building. Considerations such as size, setback, cost and other specific objective requirements are separate and apart from the function of the Architectural Control Committee. The Committee's primary function is to protect

property values by preventing unusual, radical, uncommon, curious, odd, extraordinary, bizarre, peculiar, or irregular designs or appearances from being built in the subdivision.

3. ARCHITECTURAL CONTROL COMMITTEE, MEMBERSHIP AND PROCEDURE.

The Architectural Control Committee is composed of LLOYD A. DENTON, ROBERT S. NELSON, and WILLIAM S. WATSON, 8103 Broadway, all of San Antonio, Bexar County, Texas. A majority of the Committee may elect successors, in 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 L. A. D. Properties Inc., or its successors. Neither the members of the Committee, or 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, 1978; 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 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 exclusive of garages, open porches, or patios, shall be permitted on any lot in these subdivisions at a cost of less than \$35,000.00, based upon

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cost levels prevailing on the date these Covenants are to be recorded. Said minimum improvement cost limitations are to be revised proportionately as of the date of actual construction of such improvements on each building site, respectively, to accord with the relative change in the Federal Home Loan Bank Board Index of Residential Building Costs in San Antonio, Texas. If such index values are not available at the time of actual construction, then said minimum improvements limitations above provided shall be revised in accordance with the Committee's choice of suitable recognized index showing fluctuations in building costs. 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 1700 square feet for one-story and split-level dwellings, and 1900 square feet for one-and-one-half and two-story dwellings.

5. MINIMUM MASONRY 75%: For all purposes of these Restrictive Covenants, masonry includes stucco and all materials found by the Committee as commonly referred to in the San Antonio, Texas building industry as masonry. A minimum of 75% of the first floor wall area to top of first floor window height and exclusive of openings shall be of masonry or masonry veneer construction, but in no case shall there be less than front and two sides masonry, except that split-level and multi-level construction may be exempted from this minimum masonry restriction by the Architectural Control Committee should the plans and specifications so indicate and the plans and specifications be approved as presented without conditions attached.

6. TWO CAR CARPORT/GARAGE REQUIRED: Each dwelling constructed in these subdivisions shall have a garage or carport suitable for parking two (2) standard size automobiles, which conforms in design and materials with the main structure, and shall be maintained as such.

7. DRIVEWAYS. All driveways on lots facing generally north and south shall be placed on the west side of the lots, and all driveways on lots facing generally east or west shall be placed on

the north side of the lots, except with written approval of the Architectural Control Committee, a driveway may be otherwise permitted on a lot, where the said Committee decides the proposed location will add to the appearance and value of the lot, and will not substantially detract from the appearance of the adjoining lots. All driveways in the subdivision shall be surfaced with concrete, asphalt or other similar substance. The decision of the Architectural Control Committee to allow a variance in driveway location is final.

8. RECREATIONAL VEHICLES, TRUCKS AND DISABLED VEHICLE PARKING. No boat, trailer, camper body or similar vehicle, or large truck, or any disabled vehicle shall be parked for storage in the driveway or front yard of any dwelling, nor shall any such vehicle be parked for storage in the side yard of any dwelling, unless parked to the rear of a screen fence.

9. BUILDING LOCATION. No building shall be located on any lot nearer than 25 feet to the front lot line, or to the side street line, without written approval from the Architectural Control Committee. In any event, no building shall be located on any lot nearer than twenty (20) feet to, nor further than forty-five (45) feet from the front lot line, nor nearer than five (5) feet to an interior lot line, except a detached garage or outbuilding, the front of which is not more than fifty (50) feet from the rear lot line, may be erected no nearer than three (3) feet to the inside lot line. No dwelling shall be located on any lot nearer than fifteen (15) feet to the rear lot line except dwellings on lots facing cul-de-sac streets, half cul-de-sacs, elbow corners, or on other unusually shaped lots, found to be such by said Committee, which may be twelve (12) feet from the rear lot line when a mean horizontal distance of fifteen (15) feet is maintained from the rear lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building to encroach upon another lot. No building on a lot facing Partridge Trail Drive shall be nearer than twenty-five (25) feet to the front lot lines.

10. LOT AREA AND WIDTH. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at

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the minimum set back line, nor shall any dwelling be erected or placed on any lot having less than 7200 square feet.

11. WAIVER OF FRONT SETBACK REQUIREMENTS. With written approval of the Architectural Control Committee, any building may be located further back from the front property line of a lot than provided in Paragraph 9, where in the opinion of said Committee the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots. Garage locations may vary upon the approval of the Architectural Control Committee. Should the plot plan or plat showing location of the proposed structure indicate on its face that a variance is sought or needed, approval of the plans, without conditions attached, shall include approval of such variances.

12. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. By acceptance of a deed to any one or more of the above lots, the owner thereof covenants and agrees to keep and maintain in a neat and clean condition any easement which may traverse a portion of the lot conveyed by deed, including the keeping of weeds and grass mowed within such area.

13. NUISANCE. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

14. NO TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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 to advertise the property during the construction and sales period.

16. NO OIL AND MINING OPERATIONS. No oil drilling, oil

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Development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, pipelines, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

17. NO LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

18. GARBAGE AND REFUSE DISPOSAL. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Materials incident to construction of improvements may be stored on lots during construction.

19. NO INDIVIDUAL WATER SUPPLY. No individual water supply system shall be permitted on any lot.

20. NO INDIVIDUAL SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot.

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.

22. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property line and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to

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

23. BUILDINGS PREVIOUSLY CONSTRUCTED ELSEWHERE. No building previously constructed elsewhere shall be moved onto any lot in these subdivisions.

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 line of the respective dwelling.

25. SIDEWALKS. Street sidewalks shall be constructed in accordance with requirements of the City of San Antonio in existing ordinances, including subdivision development ordinance.

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. Landscape treatment of lawns shall be in keeping with the general character of the subdivision. The use of gravel or crushed limestone as ground cover shall be limited to planting beds and should not exceed 20% of the total lot area.

ARTICLE VI

GENERAL PROVISIONS

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

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

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Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation.

(a) Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

(b) Additional land within the area described in Volume 6941, Page 375, Volume 6941, Page 745, and Volume 7041, Page 749, of the Deed Records of Bexar County, Texas, may be annexed by the Declarant without the consent of members within ten (10) years of the date of this instrument.

Section 5. Declarant's Covenants.

WHEREAS, Declarant has set aside Lot 1, Block 11, Hidden Forest, Unit 2-A as the Common Area, for and on behalf of the benefit of the purchasers of the lots hereinabove described; and

WHEREAS, Declarant shall construct upon said Common Area a swimming pool with sanitary facilities and tennis courts, same to be for the benefit of said purchasers and to be free and clear of any liens and encumbrances thereon; and

WHEREAS, Declarant does hereby covenant and warrant that said swimming pool with sanitary facilities shall be constructed and completed on or before June, 1975, and said tennis courts shall be constructed and completed on or before September, 1975; and

WHEREAS, to insure the completion of said improvements Declarant has entered into an Escrow Agreement for Postponed Off-Site Improvements with Mortgage Loan & Agency Company as an approved mortgagee and Bexar County National Bank as lender, said Escrow Agreement to insure the completion of said swimming pool with sanitary facilities and tennis courts on or before the herein enumerated dates same to be the property of the herein described Association, free and clear of all liens and encumbrances thereon.

ARTICLE VII
AMENDMENT

WHEREAS, Declarant heretofore placed of record a Declaration of Covenants, Conditions and Restrictions covering the hereindescribed property, which said declaration appears of record in Volume 7389, Page 400, et seq., Deed Records of Bexar County, Texas, which said declaration insufficiently described the real property therein described and contained other omissions; and

WHEREAS, Declarant desires to correct and amend the aforesaid declaration by substituting this amended and corrected declaration in lieu of said first declaration;

THEREFORE, the undersigned being the owners and mortgagees of seventy-five percent (75%) of the lots herein described, declares that all of the property described above should be held, sold and conveyed subject to the herein described easements, restrictions, covenants and conditions, and this declaration shall in all respects be a total amendment to said original declaration and be used in replacement and substitution thereof.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereto set it shand and seal this 27th day of December, 1974.

[Signature]
HARRY JAMES LUCUS, JR.
L. A. D. PROPERTIES, INC.
Declarant

[Signature]
TONI MEYER LUCUS

By: [Signature]
LLOYD A. DENTON, PRESIDENT

[Signature]
FREDERICK A. REINHARDT

[Signature]
JANET B. REINHARDT

THE BURNS COMPANY

By: [Signature]
President

HEARTH SIDE HOMES, INC.

By: [Signature]
President

LARRY HENGST, INC.

By: [Signature]
President

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BEXAR COUNTY NATIONAL BANK hereby joins in these restrictions as mortgagee for the purpose of subordinating its lien thereto.

EXECUTED this _____ day of _____, 1974.

BEXAR COUNTY NATIONAL BANK

By: Byron LeFlore, President



Roberta Pearce
Assistant Cashier

STEVES SASH & DOOR COMPANY, INC. hereby joins in these restrictions as mortgagee for the purpose of subordinating its lien thereto.

EXECUTED this 2nd day of November, 1974.

STEVES SASH & DOOR COMPANY, INC.

By: Marshall Steves, President

ATTEST:

Michael Cox

FROST NATIONAL BANK OF SAN ANTONIO hereby joins in these restrictions as mortgagee for the purpose of subordinating its lien thereto.

EXECUTED this 4th day of December, 1974.

FROST NATIONAL BANK OF SAN ANTONIO

By: Bernard Gonzales, Vice President



Assistant Cashier

ALAMO SAVINGS ASSOCIATION hereby joins in these restrictions as mortgagee for the purpose of subordinating its lien thereto.

EXECUTED this 2nd day of November, 1974.

ALAMO SAVINGS ASSOCIATION

By: P. F. Brailmont, President



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BEXAR COUNTY SAVINGS ASSOCIATION hereby joins in these restrictions as mortgagee for the purpose of subordinating its lien thereto.



[Signature]
Asst Sec

BEXAR COUNTY SAVINGS ASSOCIATION

BY: *[Signature]*
Gale Vell President

1 VOL 7495 PAGE 552

BEFORE ME, the undersigned authority, on this day personally appeared LLOYD A. DENTON, President, of L. A. D. Properties, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 7th day of December, 1974.

BEFORE ME, the undersigned authority, on this day personally appeared Raymond G. Groté, Vice President of BEXAR COUNTY NATIONAL BANK, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

BEFORE ME, the undersigned authority, on this day personally appeared MARSHALL T. STEVES, President of STEVES SASH & DOOR COMPANY, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

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STATE OF TEXAS)
)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared Paul E. Burns, President of THE BURNS COMPANY, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of December, 1974.

Beverly A. Graham
Notary Public in and for
Bexar County, Texas

VA 7495 PAGE 554

STATE OF TEXAS)
)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared Paul E. Burns, President of HEARTH SIDE HOMES, INC., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of December, 1974.

Beverly A. Graham
Notary Public in and for
Bexar County, Texas

STATE OF TEXAS)
)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared Bernard Gonzales, Vice President of the FROST NATIONAL BANK OF SAN ANTONIO, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of December, 1974.



Frederic Walker
Notary Public in and for
Bexar County, Texas

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared HARRY JAMES LUCUS, JR., 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 purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of December, 1974.

Beverly D. Graham
Notary Public in and for
Bexar County, Texas

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared TONI MEYER LUCUS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of December, 1974.

Beverly D. Graham
Notary Public in and for
Bexar County, Texas

STATE OF TEXAS)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared CRS - Mr. S. P. C., President of ALAMO SAVINGS ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of April, 1974.

Don H. Smith
Notary Public in and for
Bexar County, Texas

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STATE OF TEXAS)
)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared FREDERICH A. REINHARDT, 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 purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of December, 1974.

Charles A. Graham
Notary Public in and for
Bexar County, Texas

1 VOL 7495 PAGE 556

STATE OF TEXAS)
)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared JANET B. REINHARDT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of December, 1974.

Charles A. Graham
Notary Public in and for
Bexar County, Texas

STATE OF TEXAS)
)
COUNTY OF BEXAR)

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



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 16th day of December, 1974.

Charles A. Graham
Notary Public in and for
Bexar County, Texas

STATE OF TEXAS)
)
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared Harold L. Smith, President of BEXAR COUNTY SAVINGS ASSOCIATION, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10th day of December, 1974.



Paul L. Smith
Notary Public in and for
Bexar County, Texas
Notary Public, Bexar County, J.C.-A

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED on the
date and at the time stamped herein by me and was duly
RECORDED in the Volume and Book of the DEED RECORDS
of Bexar County, Texas, as stamped herein by me.



DEC 17 1974

James W. Knight
COUNTY CLERK
BEXAR COUNTY, TEXAS

FILED IN & / OFFICE
JAMES W. KNIGHT
COUNTY CLERK
BEXAR CO., TEXAS
1974 DEC 17 AM 11:38

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Lad Properties, Inc.
8103 Broadway
San Antonio, Texas
78207