

AMENDED AND CORRECTED

321689

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONSMARYMONT TOWNHOUSES

STATE OF TEXAS

COUNTY OF BEXAR

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THIS DECLARATION, made on the date hereinafter set forth by MORTON/SOUTHWEST COMPANY, a Texas corporation, hereinafter referred to as "declarant",

W I T N E S S E T H :

Whereas, declarant is the owner of certain property in the city of San Antonio, Bexar County, Texas, which is more particularly described as:

RESUBDIVISION PLAT OF:

Lot 12, Blk. 2, NCB 14107, Lots 25 thru 32, Blk. 3, NCB 15059, Lots 22 thru 28, Blk. 4, NCB 15060, Lots 28 thru 36, Blk. 5, NCB 15061 and Lot 2, Blk. 6, NCB 15062, OAK MONT TOWNHOUSES, OAK MONT, UNIT-1, in the City of San Antonio, Bexar County, Texas, according to plat recorded in Vol. 2200, Page , Deed and Plat Records of Bexar County, Texas.

WHEREAS, declarant heretofore placed of record a Declarations of Covenants, Conditions and Restrictions purporting to cover the above described property, which said declarations appear of record in Volume 6747, pages 1 et seq. and Volume 6871, pages 876 et seq. and Volume 6955, page 314 et seq. of the Deed Records of Bexar County, Texas, which said declarations incorrectly and insufficiently described the above described property and contained other errors and omissions; and

WHEREAS, declarant desires to correct and amend the aforesaid declarations by substituting this amended and corrected declaration therefor.

NOW, THEREFORE, declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value

VOL 7037 PAGE 660

and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1.1 "Association" shall mean and refer to Marymont Townhouse Homeowners Association, a Texas nonprofit corporation, its successors and assigns.

Section 1.2 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3 "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 1.4 "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 at the time of the conveyance of the first lot is described as follows:

Lot 2, Block 6, N.C.B. 15062, and Lot 12, Block 2, N.C.B. 14107, Oak Mont Townhouses, Oak Mont, Unit 1, situated within the corporate limits of San Antonio, Bexar County, Texas, as per the map or plat thereof recorded in Volume 7000 Page / of the Plat Records of Bexar County, Texas.

Section 1.5 "Lot" shall mean and refer to any plot of land shown upon the recorded subdivision map or plat of the properties with the exception of the common area.

Section 1.6 "Declarant" shall mean and refer to MORTON/

SOUTHWEST COMPANY, a Texas corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped lot from the declarant for the purpose of development.

FILE 7037 PAGE 662

ARTICLE II

PROPERTY RIGHTS

Section 2.1 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 sixty (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 (2/3rds) of each class of members agreeing to such dedication or transfer has been recorded;

(d) the right of the association to limit the number of guests of owners;

(e) the right of the association, in accordance with its articles of incorporation or by-laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in said properties shall be subordinate to the rights of the owners hereunder.

Section 2.2 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.

Section 2.3 Parking Rights: Each owner whose garage is enclosed may, at his expense and subject to such regulations as the association may impose, install and thereafter remove automatic door opening and closing devices.

The use of all parking areas situated in the common area shall be subject to the exclusive control and management of the board of directors of the association.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 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 3.2 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 (1) 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 the fifth (5th) anniversary date of this declaration.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 4.1 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: (a) annual assessments or charges, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interests, costs and reasonable attorney 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, together with interest, costs and reasonable attorney 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 4.2 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; to provide domestic water for the residents and common area; for the improvement and maintenance of the common area, and of the exterior of the homes and yards situated upon the properties as more fully provided for in Article VI, Section 6.1.

Section 4.3 Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be four hundred twenty and no/100 dollars (\$420.00) 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 15% (such percentage increase may be cumulative from year to year) 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 15% by the vote or written assent of 66-2/3% of each class of members.

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

Section 4.4 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 vote or written assent of 66-2/3% of each class of members.

Section 4.5 Notice and Quorum for Any Action Authorized Under Sections 4.3 and 4.4: Written notice of any meeting called for the purpose of taking any action authorized under Section 4.3 or 4.4. shall be sent to all members not less than ten (10) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast ten percent (10%) of all the votes

of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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 sixty (60) days following the preceding meeting.

Section 4.6 Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

Section 4.7 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 not more than thirty (30) days 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 4.8 Effect of Nonpayment of Assessments - Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the association, or its agents, the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien

by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the association in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the association and shall be for the benefit of all other lot owners. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

Section 4.9 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.

Section 4.10 Exempt Property: All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 4.11 Insurance:

(a) The board of directors of the association shall obtain and continue in effect blanket property insurance to insure the buildings and structures in the common area and the association against risks of loss or damage by fire and other hazards as are covered under standard extended coverage provisions, and said insurance shall include coverage against vandalism.

(b) The board of directors of the association shall obtain comprehensive public liability insurance in such limits ~~as it~~

shall deem desirable, insuring the association, its board of directors, agents and employees, and each owner, from and against liability in connection with the common area.

(c) Each owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport or parking space and his additions and improvements thereto, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the properties; and for his personal liability not covered by liability insurance for all owners obtained as a part of the common expense.

*(d) In the event of damage to or destruction of the building as a result of fire or other casualty, the owner shall arrange for the prompt repair and restoration of the building by disbursement of the proceeds from the insurance policy carried by the owner, such repair and restoration to commence within one hundred eighty (180) days from date of destruction.

(e) The board of directors shall have the authority and responsibility to, and shall, select the insurance carrier to provide fire and extended coverage insurance under a master policy covering all buildings joined by party walls, and each owner shall join in the purchase of such master policy and pay his pro rata or designated premium therefor. In the event an owner should fail to pay his pro rata or designated share of premiums for such master policy as above provided, then, the association, after approval by two-thirds (2/3rds) vote of the board of directors, shall have the right, through its agents and employees, to pay such premium and the cost of such premium shall be added to and become a part of the assessment to which the lot of such owner is subject.

(f) All costs, charges and premiums for all insurance that the board of directors authorizes as pursuant to subsections (a) and (b) above shall be a common expense of all owners and be a part of the annual assessment.

ARTICLE V

ARCHITECTURAL CONTROL

Section 5.1 No building, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the board of directors of the association, or by an architectural committee composed of three (3) or more representatives appointed by the board. In the event said board, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

ARTICLE VI

EXTERIOR MAINTENANCE

Section 6.1 In addition to maintenance upon the common area, the association shall provide exterior maintenance upon each lot which is subject to assessment hereunder as follows: paint, repair, replace (but not in the event of fire, or other casualty loss normally covered by insurance on the premises) and care for exterior building surfaces, roofs, gutters and downspouts (if any), fences, trees, shrubs, grass, walks and other exterior improvements and planted area. Such exterior maintenance shall not include: glass surfaces, enclosed patio area (if any), window and door fixtures and hardware, landscaping installed by owner (if any), exterior light fixtures operated from a residence, air conditioning, utility company meters, circuit breakers and switch panels, sanitary sewer, gas and electric power service lines, nor any work or thing specifically defined as owner's maintenance in Article VIII, Section 8.12.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

In the event an owner is responsible for certain exterior maintenance as set forth in the rules and regulations of the association and such owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the board of directors, the association, after approval by two-thirds (2/3rds) vote of the board of directors, shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain, and restore the lot and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VII

PARTY WALLS

Section 7.1 General Rules of Law to Apply: Each wall which is built as a part of the original construction of the homes upon the properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 7.2 Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 7.3 Destruction by Fire or Other Casualty: If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without

prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 7.4 Weatherproofing: Notwithstanding any other provision of this article, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 7.5 Right to Contribution Runs with Land: The right of any owner to contribution from any other owner under this article shall be appurtenant to the land and shall pass to such owner's successors in title.

ARTICLE VIII

USE RESTRICTIONS

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

Section 8.1 Residential Use: No owner shall occupy or use his lot or building thereon, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, his family, guests and tenants. In no event shall garages be used for human habitation, either temporarily or permanently.

Section 8.2 Obstruction of Common Area: There shall be no obstruction of the common area. Nothing shall be stored in the common area without the prior written consent of the board of directors.

Section 8.3 Insurance: Nothing shall be done or kept in the common area which will increase the rate of insurance on the common area, without the prior written consent of the board of directors. No owner shall permit anything to be done or kept in the common area which will result in the cancellation of insurance on any part of the common area, or which would be in violation of any law. No waste will be committed in the common area.

Section 8.4 Nuisances: No noxious or offensive activity

shall be carried on upon any lot, or the common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other owners. No boat, trailer or truck shall be parked or stored in front of any dwelling unit. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment shall be permitted in any street, driveway or yard adjacent to a street, or in the common area. No sunbathing or any other recreational activity shall be permitted upon the roofs of any building or structure.

Section 8.5 Temporary Structures: No structures of a temporary character, trailer, basement, tent, shack, barn, servants quarters or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently; nor shall any used residence or other used structure be moved onto any lot. During the construction and sales period of the initial dwelling units the builder may erect and maintain such structures as is customary in connection with such construction and sale of such property, including, but without limitation, a business office, storage areas, construction yards, signs, model units and sales office.

Section 8.6 Signs: No sign of any kind shall be displayed to public view on any lot or building except one (1) sign of not more than five (5) square feet in area advertising the merits of the property for sale or rent. During the construction and initial sales period of the dwelling units, the builder may use other signs and displays to advertise the merits of the property for sale or rent.

Section 8.7 Oil and Mining Operations: No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot.

Section 8.8 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, not to exceed a total of two (2) pets, may be kept provided that they shall not become a nuisance and are not kept, bred or maintained for any commercial purposes.

Section 8.9 Garbage and Refuse Disposal: Garbage disposal shall be accomplished through a private garbage disposal contractor. No lot shall be used or maintained as dumping ground for rubbish. All incinerators or other equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

Section 8.10 Sewage Treatment: No sewage treatment system shall be permitted on any lot.

Section 8.11 Use of Open Areas: Except in the individual patio areas appurtenant to a residence, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the properties except such as are installed in connection with the initial construction of the residences located thereon or those approved by the association's board of directors or the architectural committee, it being understood that this provision is applicable to lots as well as common area.

* Section 8.12 Owner's Maintenance: The owner shall maintain and keep in repair the following equipment and lines located outside the residence and situated on owner's lot: air conditioning compressor condenser, including pipes and electrical lines connecting same to the residence, sanitary sewer line connecting the residence to the sanitary sewer collection system, water line connecting the residence to the water distribution system, electric power service conductors from the exterior of the building to the point of connecting to the electric utility company's junction box or transformer, electric circuit breakers, any portion of natural gas, and/or telephone service lines located on the lot but not maintained by the gas and/or telephone companies. Maintenance, upkeep and repairs of any patio area shall be the sole responsibility of the individual owner and not in

any manner the responsibility of the association.

An owner shall do no act nor any work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other residences or their owners.

Section 8.13 Outside Antennas: Without prior written approval of the board of directors, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the property, nor upon any structure situated upon the property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

Section 8.14 Non-Discrimination: No action shall at any time be taken by the association or its board of directors which in any manner would discriminate against any owner or owners in favor of the other owners.

ARTICLE IX

EASEMENTS AND UTILITIES

Section 9.1 Construction: Each lot and the property included in the common area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure containing two (2) or more residences is partially or totally destroyed, and then rebuilt, the owners so affected agree that minor encroachments of parts of the adjacent residential units on common areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

Section 9.2 Security Services: The association shall employ a private police patrol agency, who shall be bonded, to

provide security service for the common area, lots and buildings thereon.

Section 9.3 Utility, Emergency and Association: There is hereby created a blanket easement upon, across, over and under all of said property for ingress, egress, installation, replacing, repairing and maintaining all utilities, including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said residences. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pickup vehicles and all similar persons to enter upon the common area in the performance of their duties. Further, an easement is hereby granted to the association, its officers, agents, employees and to any management company selected by the association to enter in or to cross over the common area and any lot to perform the duties of maintenance and repair of the residence or common area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said property except as initially programmed and approved by the declarant or thereafter approved by declarant or the association's board of directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, declarant shall have the right to grant such easement of said property without conflicting with the terms hereof. The easements provided for in this article shall in no way affect any other recorded easement on said premises.

Section 9.4 Watering System: An appropriate water sprin-

kler system shall be provided for planted areas on each lot. Such system shall be owned, operated and maintained by the association.

Section 9.5 Water Service: Domestic water service shall be provided to each residence by way of a water distribution system owned by the association, and connected by means of master meters to the City of San Antonio water mains. That portion of the water service lines situated upon any lot shall be owned and maintained by the association.

ARTICLE X

GENERAL PROVISIONS

Section 10.1 Enforcement: The association, or any owner, shall have the right to enforce, by and 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 10.2 Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 10.3 Amendment: The covenants and restrictions of this declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded. This declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be recorded in the Deed Records of Bexar County, Texas.

Section 10.4 Annexation:

(a) Declarant may, from time to time, annex such additional property as declarant may designate out of Lots 10 and 11, Block

2, N.C.B. 14107, Oakmont Townhouses, Oakmont Unit 1, according to plat recorded in Volume 7000, page 1 of the Plat Records of Bexar County, Texas, without the consent of members.

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

Section 10.5 Prior Declarations: This Amended and Corrected Declaration of Covenants, Conditions and Restrictions shall for all purposes supersede and replace all prior recorded Declarations of Covenants, Conditions and Restrictions dated February 16, 1972, and appearing of record in Volume 6747, pages 1 et seq. as amended by instrument dated April 7, 1972, and recorded in Volume 6779, pages 637 et seq. and instrument dated May 30, 1972, recorded in Volume 6871, page 876 and instrument dated November 27, 1972, recorded in Volume 6955, page 314, of the Deed Records of Bexar County, Texas.

IN WITNESS WHEREOF, the undersigned, being the declarant herein, has hereunto set its hand and seal this 27th day of February, 19 73.

Attest:

MORTON/SOUTHWEST COMPANY

[Signature]
Secretary

By: [Signature]
Clifford E. Morton, President

STATE OF TEXAS

*

COUNTY OF BEXAR

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 27th day of February, 19 73.

[Signature]
Notary Public in and for
Bexar County, Texas

BARBARA L. DWYER
Notary Public, Bexar County, Texas

FILED IN MY OFFICE
JAMES W. KNIGHT
COUNTY CLERK BEXAR CO.

1973 MAR 2 PM 1 50

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

MAR 5 1973



James W. Knight
COUNTY CLERK
BEXAR COUNTY, TEXAS

*Return to:
Foster, Lewis, Langley, etc.
Eighteenth Floor
City 78205*

VOL 7037
PAGE 678