

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
CANYONS AT STONE OAK SUBDIVISION
PLANNED UNIT DEVELOPMENT
AND PROVISIONS FOR CANYONS AT STONE OAK
HOME OWNERS ASSOCIATION**

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CANYONS AT STONE OAK, PLANNED UNIT DEVELOPMENT AND
PROVISIONS FOR CANYONS AT STONE OAK HOME OWNERS
ASSOCIATION**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

On this the 10th day of July, 2002, The Canyons at Stone Oak, Ltd. (hereinafter referred to as "Developer"), hereby declares that the land located in Bexar County, Texas, and described on the subdivision plat of Canyons at Stone Oak Subdivision P.U.D. as recorded in the Deed and Plat Records of Bexar County Texas at Volume 9554, Pages 1114-1117, (hereinafter described as the "Subdivision"), shall be transferred, sold, conveyed, and occupied subject to the following covenants, conditions and restrictions, reservations and charges (hereinafter referred to as "Restrictions" or the "Declaration"), hereby specifying and agreeing that this Declaration and the provisions hereof shall constitute covenants to run with the land and shall be binding upon Developer, its successors and assigns, and all subsequent owners of each lot. The owners, by the acceptance of their deeds, for themselves, their heirs, executors, administrators, successors and assigns, covenant and agree to abide by the terms and conditions hereof.

**I.
DEVELOPER**

Developer is the owner of the real property located in Bexar County, Texas (hereinafter referred to as the "Land"), being described on the attached Exhibit "A".

**II.
SUBDIVISION**

Developer has subdivided a portion of the Subdivision into one or more parcels (hereinafter referred to as "Lots"), according to the subdivision plat of Canyons at Stone Oak Subdivision P.U.D., recorded under Volume 9554, Pages 1114-1117, of the Plat Records of Bexar County, Texas to which plat and its record reference is made for all purposes. Developer plans to create a residential community by selling the lots for construction of single-family residences pursuant to this Declaration and the declaration of Covenants of the Stone Oak Property Owner's Association and the Stone Oak Master Plan.

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**III.
PURPOSE**

The Subdivision is encumbered by these restrictions for the following reasons:

1. To ensure the best and highest use and most appropriate development of the property;
2. To protect lot owners against improper use of surrounding lots;
3. To preserve so far as practicable the natural beauty of the property;
4. To guard against the erection of poorly designed and/or proportioned structures of improper or unsuitable materials;
5. To encourage and secure the erection of attractive improvements on each lot with appropriate locations;
6. To secure and maintain proper setbacks from streets and adequate free space; and
7. In general, to provide for development of the highest quality to enhance the value of the investment made by lot owners.

**IV.
USE**

All Lots shall be used for single-family residential purposes only.

No owner shall occupy or use his lot or any improvements constructed 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.

No manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever may be conducted or carried on in any portion of the Property or in any improvement thereon other than a home office which does not accept invitees, clients, customers or guests. No improvement constructed on a lot may be used as an apartment house, flat, lodging house or hotel, but such improvements may be leased for residential purposes for a minimum term of thirty (30) days.

No building material of any kind shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then, the material shall be placed within the property lines of the lot upon which the improvements are erected and shall not be placed on the street or between the curb and property line.

V.
ARCHITECTURAL CONTROL COMMITTEE

A. Composition. There is hereby created an Architectural Control Committee (hereinafter referred to as "the Committee"), composed of Charles Japhet, Ed Barron, and Kelly Thompson, to serve until their successors are named. A majority of the committee members may act for the Committee and no notice of any of its meetings shall be required. A vacancy on the Committee shall be filled by the Developer. When all of the Lots subject to this Declaration, including those which may be subject hereto under paragraph IX below, have been sold by the Developer and improvements have been constructed thereon, the term of office of the Committee shall be deemed to have expired and the Canyons at Stone Oak Property Owner's Association (hereinafter referred to as "POA"), shall have the authority to select the Committee. The members of the Committee whose terms have expired shall serve until their successors are selected by the POA.

B. Duties. No building, garage, storage house, wall, fence, driveway, sidewalk, parking area or other improvements shall be erected, placed, altered or maintained, upon any lot, nor any exterior additions thereto or changes or alterations therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location have been submitted to and approved in writing by the Committee (considering, among other things, the harmony of external design and location in relation to surrounding structures and topography). No building may be constructed on any lot by any person or company other than a builder approved in writing by the Committee. Plans, specifications, plats and names of builders shall be filed with the Committee by delivery to the office of the Developer, who shall issue a receipt for such plans, specifications, plats and names. All actions of the Committee shall be in writing and copies of its actions shall be retained and its records maintained at the office of the Developer. If the Committee fails to act on a request within thirty (30) days after filing and receipt of plans, specifications, plats and names, said plans, specifications, plats and names shall be deemed approved. However, in any event, should improvements be constructed on any Lot prior to seeking written approval of the Committee, the failure of the Committee to act on any subsequent request for the approval of any such improvements built without seeking approval shall not act as a waiver of the Committee's or POA's ability to remove such improvements or take any other legal action against the owner of the non-complying improvements.

C. Non-compliance. The Committee or its representative shall have the right to enter onto any construction site subject to these restrictions to determine compliance with approved plans and specifications. In the event of serious non-compliance (within the discretion of the Committee), the Committee shall have the power to halt and enjoin such work through legal means or remedies available in accordance with the laws of the State of Texas. In the event the Committee determines there is a situation of noncompliance, the Committee shall reasonably attempt to provide notice to the

homeowner, builder, contractor or party which is determined to be in noncompliance with these restrictions before instituting legal procedures to enjoin the continuation of noncompliance. The Committee shall require the resolution of any such noncompliance prior to the continuation of construction. In addition, a final inspection and certification of compliance issued by the Committee may, in its discretion, be required prior to occupancy of the premises restricted hereby.

D. Complying Construction. Subject to the provisions of subsection V(B) regarding construction of improvements without seeking the approval of the Committee, construction done pursuant to and in accordance with the plans, specifications and plats, approved, or allowed to become effective without specific disapproval, by the Committee under the terms of this paragraph shall be conclusively presumed to comply with these restrictions and shall not be subject to legal prohibition under paragraph X or any other provision hereof.

E. Design Guidelines. The Committee may, from time to time, promulgate Design Guidelines and such Design Guidelines shall be explanatory and illustrative of the general intent of the Developer for development in the Subdivision and are intended as a guide to assist the Committee in reviewing plans and specifications.

F. Variance. The Committee is authorized to grant, in its sole discretion, deviation from the requirements contained in paragraph VII, subparagraphs B, C, D, E, F, G, H and K, but such deviation shall not be construed as a waiver of any prior and continuing restrictions, such as the Stone Oak Master Plan. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any owner shall not constitute a waiver of the Committee's right to strictly enforce the Restrictions and architectural standards provided hereunder, against any other owner of a Lot.

G. Immunity From Suit. There shall be no review of any action of the Committee except by procedures for injunctive relief when such action by the Committee is patently arbitrary and capricious. Under no circumstances shall the Committee or any of its members be subject to suit by anyone for damages in connection with Committee's actions hereunder. Every person who submits plans, specifications, samples, plot plans and builders, and every owner of any Lot agrees that he will not bring any action or suit against Developer, the Committee or its members, partners, officers, directors, members, employees and agents of any of them, to recover any damages in any way related to the grant or denial of a variance or in any way related to the review of any plan or other duty under these Restrictions and hereby releases and quitclaims all claims, demands and causes of action rising out of or in connection with any such judgment, negligence or nonfeasance, and hereby waives the provisions of any law which provide that a general release does not extend to the claims, demands and causes of action not known at the time the release is given.

VI.
ASSOCIATIONS

A. Stone Oak Property Owners Association. Notwithstanding anything to the contrary contained in these Restrictions, it is hereby acknowledged by all current and future owners of Lots that all the Lots are subject to the jurisdiction of the Stone Oak Property Owners Association ("Stone Oak POA") and the First Amended and Restated Stone Oak Master Plan ("Master Plan"), filed in Volume 4361, Page 620, Real Property Records of Bexar County, Texas. Therefore, to the greatest extent practicable, the Restrictions provided for herein, as well as the Master Plan shall all be enforced against the Lots. To the extent these Restrictions are more stringent than the Master Plan, these Restrictions shall control.

B. The Canyons at Stone Oak Home Owners Association. Developer intends to cause the organization of an interior nonprofit corporation under the laws of the State of Texas or, at Developer's option, an unincorporated nonprofit association to be known as the Canyons at Stone Oak Home Owners Association ("CSOHOA"), for the purposes and with the effect set forth in this Declaration, as follows:

(i) Purpose. The CSOHOA shall provide such services as the CSOHOA from time to time may decide are necessary or desirable in general to carry out these Restrictions and to provide for the common safety welfare and health of the Subdivision and the Lots and Lot owners. All the owners of the Lots shall be the members of the CSOHOA whether or not any owner purchased a lot before the CSOHOA is formed; it being the intent and requirement of the Developer that all future owners of the Lots shall be members of the CSOHOA once it is formed. Ownership of a Lot shall be evidenced by the owner listed in the public record. Membership in the CSOHOA shall be appurtenant to and may not be separated from the ownership of any Lot. All owners of the Lots shall be entitled to one (1) vote for each Lot owned; provided, however, the Developer shall be entitled to three (3) votes for each Lot owned by Developer. All rules and requirements for voting, meetings, elections, officers, powers and duties of the board of directors and similar matters shall be governed by the bylaws of the CSOHOA as may be adopted by same from time to time.

(ii) Assessments. Developer and each owner of a Lot hereby covenant and agree to timely pay to the CSOHOA (if and when it is formed) such (1) assessments and (2) special assessments as are fixed and established by the board of directors of the CSOHOA from time to time. Notwithstanding the foregoing, in no event will any assessments commence until and unless the Developer and the owners in excess of seventy-five percent (75%) of the platted Lots comprising the Subdivision have approved such action. The assessments, once commenced in the aforesaid manner, together with interest and cost of collection, shall be the personal obligation of the record owner of the Lots at the time the assessment becomes due and shall be a charge on the property secured by a lien on the Lot or Lots until paid. All past due assessments shall accrue interest at eighteen percent (18%) per annum or the highest legal rate allowed by law if it

be less than 18%. If the owner of the Lot shall transfer the Lot when assessments are due or past due, the original owner and assignor shall, after closing and sale of the Lot, remain personally obligated for the assessments then due and owing, while the new owner and assignor shall, after closing and sale of the Lot, remain personally obligated for the assessments then due and owing, while the new owner and assignor shall be personally liable for all future assessments after closing, the original past due assessments shall always remain a lien on the Lot until paid past closing thereby entitling the CSOHOA to the remedies provided in subparagraph (iii) immediately below. The assessments shall be used to promote the health, safety and welfare of the Lot owners and to improve and maintain any so-called common areas and facilities to the extent they are not otherwise maintained by the public or the Stone Oak POA, provide and maintain needed security, provide for insurance, legal and accounting services and such other services as are deemed necessary or reasonable by the CSOHOA or its board of directors to maintain the Subdivision as a first-class residential community and to carry out the purposes of these Restrictions. Nothing in these Restrictions shall amend, lessen or abrogate the responsibilities of the Stone Oak POA to provide services undertaken by such associations to the Subdivision with the assessments collected by such associations. All additional assessments to be assessed and collected by the CSOHOA are intended to be used for such benefits and in such a manner as the CSOHOA decides, which benefits shall all be in addition to services and benefits already provided by the Stone Oak POA. It is intended that the CSOHOA have the power and flexibility to provide for extra benefits not necessarily otherwise available to the Subdivision as a result of assessments paid to the Stone Oak POA. The total annual assessment for each year shall be set by the board of directors of the CSOHOA base on the estimated costs of performing such of the services set forth in this paragraph as the board of directors or the members of the CSOHOA shall, in their discretion, determine to provide during the year to the Subdivision. The total estimated costs shall be allocated among the owners of Lots as follows: (A) all Lots with a residence that is ready and available for occupancy ("Completed Residence") (which readiness and availability shall be determined by the board of directors of the CSOHOA or its representative designated to make such determinations) shall pay a charge equal to the full and complete assessment, while (B) all Lots without a Completed Residence shall pay one-quarter (1/4) of the regular assessment. The assessment against each Lot shall be paid to the CSOHOA (or its designee) on a monthly or quarterly basis to be determined at the discretion of the CSOHOA. Any Lot that has a Completed Residence during a part of an assessment year shall pay the prorated increased assessment based upon a per diem for the number of days in the year or assessment period that it was a Completed Residence and a prorated per diem for the number of days in the year or assessment period when the Lot did not contain a Completed Residence. The board of directors may also make special assessments against individual Lots for services or capital improvements in addition to those provided for under this paragraph, which are provided solely to the property of an individual Lot owner and not to all Lot owners. The lien for assessments on any Lot shall be subordinate to any deed of trust lien filed against any Lot for the purpose of securing purchase money for said Lot.

(iii) Collection/Foreclosure of Assessments. All sums assessed in the manner provided in subparagraph VII(b)(ii) but unpaid, shall, together with interest collected at the highest lawful rate and the cost of collection, including attorneys' fees, become a continuing lien and charge on the Lot covered by such assessment, which shall bind such Lot in the hands of the owner and such owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be superior to all other liens and charges against the said Lot, except only for tax liens and all sums unpaid on a first mortgage lien or first deed of trust lien of record securing sums borrowed for the acquisition of the Lot in question. The CSOHOA board of directors shall have the power to subordinate the aforesaid assessment lien to any other lien. The CSOHOA board of directors may prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the owner of the Lot covered by such line, and a description of the Lot. Such notice shall be signed by one of the officers of the CSOHOA and shall be recorded in the office of the County Clerk of Bexar County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent and may be enforced by the nonjudicial foreclosure of the defaulting owner's Lot by the CSOHOA in a like manner as a mortgage on real property pursuant to Section 51.002 of the Texas Property Code, as amended from time to time, subsequent to the recording of a notice of assessment lien as provided above. The CSOHOA may also institute suit against the owner(s) and/or other persons personally obligated to pay the assessment and/or for foreclosure of the aforesaid lien judicially in the same manner as the foreclosure of a vendor's lien. In any foreclosure proceeding, whether judicial or nonjudicial, the owner of the Lot subject to such proceeding shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred by the enforcing party. The CSOHOA shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any mortgagee, the CSOHOA shall use reasonable efforts to report to said mortgagee a report of any unpaid assessments remaining unpaid for longer than sixty (60) days after the same are due.

(iv) Composition of Board. The initial board of directors shall be composed of the Developer and certain builders (or their representatives). As soon as allowed, but in no event until after there are Completed Residences on eighty percent (80%) of the Lots, resident members shall have a voice on such board of directors and thereafter the Developer shall cause the control of the Association to be turned over to the owners when the timing for same is appropriate in the Developer's reasonable discretion.

(v) Common Areas, Streets and Security. Common areas owned by the CSOHOA shall not be mortgaged or conveyed by the CSOHOA without the prior approval of two-thirds (2/3) of the owners other than the Developer. Streets within the Subdivision shall be private and shall be owned and maintained by the CSOHOA. Vehicular access to the Subdivision will be via a controlled entry gate. Except as provided herein, the CSOHOA may make rules governing access to the Subdivision and the use (including parking) of Subdivision streets. "Common Areas" shall mean and refer to all property owned, leased or maintained by the CSOHOA for the use and benefit of

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the Subdivision and its residents. The initial Common Areas to be conveyed to the CSOHOA shall include Lot 9, Block 37; Lot 33, Block 36; and Lot 76, Block 36 (streets, retention pond, entry, and amenity areas) and the entry gate, and may include all streets and all private drainage areas as may be conveyed. Ownership of the initial Common Areas will be transferred to the CSOHOA, free of lien prior to the final sale of all Completed Residences. The Common Areas shall be accepted by the CSOHOA from Developer as is, with no warranties or representations whatsoever except as expressly contained herein. Nothing herein shall be construed as requiring Developer to construct improvements upon any greenbelt or amenity areas.

(a) Entry Gate. Absent the consent of the CSOHOA (or Developer until such time as CSOHOA is created) to the contrary, the Subdivision entry gate, when constructed, shall be kept open to the public every day from 7:00 a.m. to 6:00 p.m. (or 7:00 p.m. when daylight savings time is applicable) until the conveyance of the last Completed Residence constructed by a builder within the Subdivision and future phases of development to be annexed to the jurisdiction of the CSOHOA. This right of entry is to ensure access to Lots by prospective new home purchasers and builders to complete construction of homes.

(b) Streets and Drainage. Each prospective Lot Owner is hereby notified that the streets within the Subdivision are not public streets, but are private streets. Developer and/or its contractor warrants the construction of the streets for a period of one year from completion of the street as verified by the project engineer engaged by Developer. Maintenance beyond that period is the responsibility of the CSOHOA. Developer has made an effort to preserve native trees wherever possible and to maintain an ambiance of country lanes. Each prospective Lot Owner should carefully note the width of the paved portion of the streets, the proximity of trees to the pavement, and the location of trees with various esplanades and traffic islands. In purchasing a Lot, the purchaser of each Lot specifically assumes the risk for himself, his family, employees, guests, contractors and all other invitees of driving in narrow streets bordered closely by native trees and agrees to do so in a safe manner. Each prospective Lot Owner is notified that the drainage ditches, culverts, and other drainage facilities within the Subdivision are not publicly owned and may be privately owned. Each prospective Lot Owner should carefully note the location of the facilities and avoid unsafe conduct in these areas. In purchasing a Lot, each Lot owner specifically assumes the risk for himself, his family, employees, guests, contractors and all other invitees of knowing the location of such drainage facilities and agrees to refrain from unsafe conduct in the proximity of such facilities.

(c) Traffic Control. The CSOHOA board of directors may make reasonable rules and regulations and may prescribe such penalties as it determines reasonable and necessary to promote safety within the Subdivision. In the event the owner of any Lot or that owner's family member or guest repeatedly violates such rules or fails to operate a motorized vehicle at or below the posted maximum rate of speed and in a safe, reasonable and prudent manner on the private streets within the Subdivision, such person may be subject to such penalties, including, but are not limited to the following:

- (1) fines; and/or
- (2) the suspension of such person's right to traverse the private streets within the Subdivision via the operation of a motorized vehicle for a period not to exceed 30 days.

The CSOHOA may make such other and further rules regarding notification of safety infractions, proof of safety infractions and/or enforcement of the penalties as may be reasonably necessary to give effect to this Section.

(d) In the event speed and traffic control in the Subdivision are assumed by some public agency having the authority to issue penalties for infractions thereof, the penalties prescribed herein may not be imposed in addition to the penalties which are actually imposed by said public entity.

(e) Security. Although the CSOHOA may elect in the future to provide security for the Subdivision, neither the Developer nor the CSOHOA is a provider of any security and individual Lot owners must provide for their own security for their home and property. The initial budget and level of assessments of the CSOHOA do not provide for the manning of the entry gate or for patrol by any security personnel.

VII. RESTRICTION OF LOTS

A. General Restrictions. All lots in the Subdivision shall be used for single-family residential purposes, save and except Lot 9, Block 37; Lot 33, Block 36; and Lot 76, Block 36 (streets, retention pond, entry, and amenity areas) and any designated greenbelt areas, which shall be used in accordance with the plat hereinbefore described. Only one private single-family residence may be constructed, or otherwise placed upon, any one Lot. The term "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, hospital clinic and/or professional uses, and such excluded uses are hereby expressly prohibited subject solely to the temporary use by the first builder of improvements on each lot for a sales office until such houses are sold to a buyer intending to reside on such lot. No residential building shall remain uncompleted for more than eight (8) months after construction has commenced.

B. Building Types. No building or structure shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family dwelling and attached or detached garage for not less than two (2) motor vehicles. All garages shall be large enough to accommodate under roof a minimum of two (2) full-sized automobiles. No garage shall be permanently enclosed for conversion to any other use. Open carports shall not be permitted. No driveway, access way or curb cut (other than as required for handicap access by governmental authorities) shall be allowed on any Lot abutting Grand Canyon Drive specifically save and except for Lot 9, Block 37; Lot 50, Block 36; and Lots 1 and 2, Block 40.

C. Dwelling Size. The living area of each single-family dwelling, exclusive of open or screened porches (covered or uncovered), garage storage rooms, stoops, open

terraces, and/or servant's quarters shall be, for one-story dwellings not less than 1600 square feet and, if more than one-story, the total square feet shall not be less than 2,200 on each of said lots designated in paragraph B hereinabove.

D. Building Materials. The exterior walls of the main resident building constructed on any lot shall be at least seventy-five (75%) by area, composed of masonry or masonry veneer, said percentage to apply to the area of the walls of the structure inclusive of doors, windows and similar openings. The minimum masonry requirement specified shall apply to the lower floor only for a two-story dwelling except that the front elevation on all two-story dwellings shall be 100% masonry except for wall areas above roofs. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock, fiber-cement masonry siding and all other materials commonly referred to in the San Antonio, Bexar County area as masonry. Detached garages shall have masonry on either side of the garage door on the front side facing the street. Detached garages on corner lots shall have 100 percent masonry on the side facing the street.

The surface of all roofs of principal and secondary structures shall be slate, tile, metal or architectural series quality composition shingle with a 25-year rating. Wood roofing materials are specifically excluded from use in the Subdivision.

The foundation exposure (or plaster covering of same) shall not exceed 24 inches above the ground level along all elevations facing the street. For corner lots, the maximum 24 inch foundation exposure facing the side street elevation shall continue for five feet or to the level where approved fencing obstructs the view of the foundation.

E. Building Location. No building located on any lot shall be nearer the street property line than twenty (20) feet. All lots shall have a minimum rear setback of fifteen (15) feet. The side lot line minimum setback shall be five (5) feet, except for corner lots where the minimum setback from the side street shall be ten (10) feet. The Committee may waive the rear setback requirement for irregular shaped lots and for detached or semi-detached garages on an individual basis.

Except as related to the front or side street setback, eaves, steps, terraces, patios, swimming pools, walls and fences shall not be considered as part of a building for purposes of restricting location, except that in no event shall any part of a structure encroach on another lot or obstruct any easement. No obstruction of visibility at street intersections shall be permitted.

F. Fences and Walls. For front and side street setback purposes, fences and walls shall be considered buildings and may only be erected or maintained within the minimum building setback from the lot line as set forth in subparagraph VII(E). No chain-link fence shall be permitted in any location where it is visible from another Lot or on the perimeter border of any Lot. All fences and walls must have the written approval of the Committee wherever same are constructed, erected or permitted to remain. Obstruction of any easement as established by the plat for the Subdivision shall be at the lot owner's risk. The exterior perimeter lot line of all Lots bordering the perimeter of the Subdivision

(Lots 1-45, 58-75 of Block 36) shall be fenced by the builder prior to sale of a Completed Home. Such fencing shall be six feet in height, 1 x 4 dog eared spruce or better as may be approved by the Architectural Control Committee. Only upon approval of the Committee will a change in fence design be allowed. No fences higher than six feet above existing ground be permitted unless good cause is shown, there is no objection from any adjoining lot owners and the Committee so approves.

G. Landscaping and Maintenance. Front yards shall be landscaped within thirty (30) days after completion of a residence. The owner of each Lot is responsible for keeping all improvements on their Lot in a neat, well maintained and attractive fashion. No improvements shall be allowed to be left in a state of disrepair, damaged or in a condition which appears to be excessively weathered or worn. The owner of each Lot is responsible for maintaining his irrigation system (if any) in working order at all times. The owner of each Lot shall keep all vegetation and grass well mowed and trimmed, shall promptly remove all weeds as they grow and all trees, shrubs, vines and plants which die or are diseased, and shall keep all yard areas in a sanitary, clean and attractive manner. Lawns, front and back, must be mowed at regular intervals (maintained at less than 6" in height) and fences must be repaired and maintained in an attractive manner. No objectionable or unsightly usage of any Lot or condition on any Lot will be permitted which is visible to public view. Building materials shall not be stored on any Lot except when being employed in construction upon such Lot, and any excess materials shall promptly be removed from such Lot. In the event of default by any Lot owner of the provisions of this subparagraph, such default continuing ten (10) days from date of a written notice thereof deposited in the United States mails, the board of directors of the CSOHOA may, without liability to any Lot owner, enter upon such Lot, cut or cause to be cut, such lawn, weeds, and grass not being maintained, remove or cause to be removed, such vegetation, garbage, trash, rubbish, materials or do any thing necessary to secure with the terms of these Restrictions or as needed to place any Lot in a neat, attractive, healthful and sanitary condition, and may charge the Lot owner or occupant of such Lot for the cost of such work, plus reasonable administrative, attorneys' fees and other fees and costs. Said sums shall be considered a special assessment against the Lot as provided for in these Restrictions.

H. Temporary Structures. No temporary structure, mobile home, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot as a residence, either temporarily or permanently, and no building may be moved onto any lot except for one temporary construction office not exceeding 24 feet in length for use by an approved builder of a new home on a Lot.. Any builder's temporary construction office must be removed within twenty-four (24) months from placement on a lot unless waived by the Committee.

I. Resubdivision and Merging. No lot in this Subdivision may be further subdivided without the approval of the Committee. Adjoining lots may be merged, provided the total area is landscaped and maintained as the grounds for a single residence. Lots formed by merging must be greater in area than any original lot and will be subject

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to restrictions and covenants the same as the original lots. All merging of lots shall require the written approval of the Committee and shall be subject to approval by any local, state or federal regulations applicable thereto.

J. Construction, Alteration or Removal of Improvements. No improvement may be constructed, altered or removed upon or from any of the property without the prior written approval of the Architectural Committee. Any action, other than normal maintenance, which in any way alters the exterior appearance of any improvement, including without limitation its color, or which involves the removal of any improvement or the alteration of the landscaping on a lot, shall be performed only with the prior written approval of the Architectural Committee.

No improvement may be construction on any lot which would unnecessarily obstruct the view from other portions of the Subdivision, and the positioning of all improvements upon all lots is hereby expressly made subject to Architectural Committee review. The Architectural Committee may prevent or allow the construction of a proposed improvement based upon the effect it will have upon the view from any particular lot; provided, however, notwithstanding anything to the contrary in this Declaration, the Architectural Committee, the members thereof and the Board shall not be liable to any Owner for monetary damages or otherwise due to the construction of any improvement within the Property or the creation thereby of an obstruction to the view from such Owner's lot or lots. No improvement shall be allowed on any lot that is of such size or architectural design or that involves the use of such landscaping, color schemes, exterior finishes and materials and similar features as to be incompatible with residential development in the Subdivision and the surrounding area.

K. Building Height. No improvement greater than thirty-five feet (35') in height may be constructed on any lot. For purposes of this Section (k), height means the vertical distance from "grade" to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the average height of the highest gable on a pitched or hipped roof, or if none of the preceding, then to the highest point of the improvement. As applied to a building, height is measured from an elevation derived from the average of the highest and lowest grade adjacent to the building.

L. Signs. Except for signs specifically designed for use by home builders on model home lots, no sign shall be displayed on any residential lot except one sign, of not more than five (5) square feet, advertising the property for sale or rent, or signs used by builders to advertise the property during construction and sales. Signs of any kind shall be subject to approval by the Committee.

M. Oil and Mining Operations. No drilling, development, refining, quarrying, mining, or prospecting operations for any minerals shall be conducted on any lot, nor shall any well, including a water well, tank, tunnel, mineral excavation or shaft, be permitted on any lot.

N. Animals. No animals, livestock, poultry, exotic or dangerous pets of any type (i.e. Pit bulls, boa constrictors, ferrets, etc.) that may pose a safety or health threat to the community, shall ever be raised, kept, bred, or harbored on any portion of the Subdivision or on any Lot, except that dogs or other common household pets, (limited to no more than three (3) adult animals) which are not kept, bred or maintained for commercial purposes and provided further that such common household pets shall at all times, except when they are confined within a private single-family residence or Lot upon which same is located, be restrained by a leash, rope or similar restraint or a basket, cage or other container. Adult animals for the purposes of the Restrictions shall mean and refer to animals one (1) year of age or older. All animals shall be kept in strict accordance with all local laws and ordinances and in accordance with all rules established by the CSOHOA. It shall be the responsibility of the owners of such household pets to prevent the animals from running loose, excessively barking or otherwise making excessive noise or otherwise becoming a nuisance to neighbors. The CSOHOA may take action to prevent such animals from becoming a nuisance up to and including assessing penalties against offending Lot owners.

O. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for refuse. All trash, garbage and other waste shall be kept in sanitary containers, which at all times must be concealed from public view, and the contents thereof disposed of as required by the Canyons at Stone Oak Home Owners Association and local authority.

P. Sporting Equipment, Play Structures and Clotheslines. No clotheslines shall be constructed, placed or erected on any lot in such a way as to be visible from outside the lot.

Basketball goals, children's play equipment, basketball backboards, poles, goals or other sporting equipment of either a permanent or temporary nature shall not be erected, located or placed within thirty feet (30 feet) from the front property line of any Lot or the side Lot lines of corner Lots, or within five feet (5 feet) of any interior side Lot line in the Subdivision without the prior written consent of the Committee. All basketball backboards shall be of a clear, see-through material unless specifically approved by the Committee. All supporting poles and stanchions shall be painted either black or dark hunter green. Basketball backboards or goals shall not be affixed to the main residence building or garage on any Lot. The Committee shall have the right to further regulate the appearance and placement of all sporting apparatus including basketball goals, batting cages or other poles or structures. All basketball backboards and goals shall be maintained in a playable condition at all times and any damaged structure shall be repaired or removed immediately. Temporary basketball goals and children's climbing or play structures may not be located in the front yard or driveway on any Lot overnight. In no event may a basketball goal of any type be located or used on any street in the Subdivision. After one written notice to the owner of any offending lot, the Committee shall be authorized to remove and store any basketball goal or other play equipment located on the any street in the Subdivision. The owner of such equipment shall be responsible for the payment for removal and storage of such equipment.

All children's play equipment visible to adjoining Lots shall be submitted to the Committee for review. Landscaping and fencing requirements may be established by the Committee for the purpose of screening courts in an aesthetically pleasing manner.

Q. Utility Services. Except for temporary structures of Developer, all Lots shall be connected to the central water and sewer systems, and no other water or sewage system may be used on any lot.

R. Parking. No motor home, boat, recreation or travel trailer vehicle, truck larger than a pickup size (two-ton capacity), or inoperative motor vehicle shall be or remain parked or in any situated on any front yard, driveway, street or other visible area of the Subdivision for a period of over thirty-six (36) hours, unless specifically authorized by the Committee. Off-street parking shall be provided by the owner of each residence for all such vehicles in a location screened from view from the street and from the other lots. On street parking, except by visitors, is prohibited. No vehicle shall be permitted to be parked on any street for a period of over thirty-six (36) hours, unless specifically authorized by the Committee. Any vehicle in violation of this provision shall be subject to towing and/or impoundment as authorized by the Committee.

S. Antennas, Towers and Solar Collectors. No television, radio, CB, satellite dish or other outside antennas or towers of any type shall be used unless placed in the attic of a residence or otherwise completely hidden from view from the street. No satellite television dish is to exceed 18 inches in diameter. Location of antennas or towers must be approved by the Committee prior to installation. Solar apparatus, if used, must be installed in a location not visible from the street and shall be subject to Committee approval.

T. Swimming Pools. Movable, above-ground swimming pools in excess of ten feet (10') in diameter are strictly prohibited. All swimming pools in excess of ten feet (10') in diameter must be of a permanent nature, approved by the Committee, built into the ground and in a fenced enclosure approved by the Committee.

U. Drainage. There shall be no interference with the established drainage patterns over any of the property, except by Declarant, unless adequate provision is made for proper drainage and the prior written approval of Architectural Committee is obtained.

V. Slopes. All building foundations on slopes of fifteen percent (15%) or greater or on fill placed upon such slopes shall utilize design and construction practices certified by a registered professional engineer qualified to practice in such field and such design shall be delivered to the Architectural Committee with the Plans and Specifications.

W. Drives and Sidewalks. All drives, front yard sidewalks, sidewalks adjacent to curbs, and all curbs shall be constructed of broom finish concrete. City of San Antonio building codes require a sidewalk adjacent to the back of curb on all residential Lots.

X. Firearms, Projectiles and Weapons. The discharge of any firearm, including BB guns and pellet guns, within the Subdivision or on adjacent lands owned in whole or in part by Declarant is strictly prohibited and the owner of each Lot shall ensure that his guests and family members do not violate such prohibition. Additionally, there is prohibited the use of any bow and arrow, slingshot, or other launching or catapulting device except strictly within the confines of a Lot and not involving the hunting or killing of any animal. The discharge of all fireworks within the Subdivision or any property owned by Declarant is prohibited.

Y. Hazardous Activities and Materials. No activities shall be conducted within the Subdivision and no improvements shall be constructed within the Subdivision which are or might be unsafe or hazardous to any person or any Lot within the Subdivision. Without limiting the generality of the foregoing, no firearms or fireworks shall be discharged within the Subdivision, no open fires shall be lighted or permitted, except within interior fireplaces designed and built according to industry standards and all applicable laws, codes and statutes, or in contained barbecue units for cooking purposes while attended by a responsible adult. Except with the express written permission of the Architectural Control Committee, no butane, propane or other combustible fuel tank or container shall be installed or kept on any Lot except for (a) portable small sized tanks used solely to fuel barbecue units or portable tools, (b) fuel tanks installed in vehicles, boats or portable equipment, or (c) a reasonable number of portable cans/tanks used to refuel equipment or vehicles. Except as expressly provided herein, the burning of any materials will not be allowed in the Subdivision including, without limitation, brush and building materials.

Z. Common Areas. The following restrictions shall apply to the Common Areas owned by the CSOHOA:

1. No maintenance, trimming, cutting or removal of any vegetation situated in the Common Areas may be undertaken by or on behalf of a Lot owner by anyone other than the Developer or the CSOHOA or a party expressly authorized by either to do so.

2. No activities shall be conducted or permitted by any Lot owner in the Common Areas which would cause the Common Areas to have an unattractive appearance, which would constitute a nuisance or a material annoyance or disruption to the other Lot owners, or which would obstruct the Common Areas in any way.

3. No permanent or temporary storage of any personal property or materials shall be permitted in the Common Areas.

4. No motorcycles, motorbikes, all-terrain vehicles (3 wheel and 4 wheel), off road recreational vehicles or other similar motorized vehicles will be permitted in any greenbelts, trails or other designated portions of the Common Areas without the prior written approval of the CSOHOA. The CSOHOA reserves the right to

promulgate reasonable rules and regulations from time to time governing the use of any such vehicles within the Common Areas.

5. No firing of guns, shooting of arrows or similar dangerous or objectionable conduct shall be permitted in the Common Areas.

AA. Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than alarm devices used exclusively for security purposes) shall be located, used or placed on any Lot or within the Subdivision when such can be heard or be considered a nuisance to adjoining property owners. No noise or other nuisance (including noisy animals) shall be permitted to exist or be kept upon any Lot so as to be offensive or detrimental to any portion of the Subdivision or to its occupants.

BB. Finishes and Colors. The exterior colors of all improvements on a Lot, including any repainting of improvements, shall be subject to approval by the Architectural Control Committee. If requested, a sample of the masonry, roofing material, paint color(s) and any additional exterior materials shall be submitted to the Committee for review prior to its application. Any changes to exterior material or color shall be submitted to the Committee for review.

CC. Windows, Exterior Glass and Mirrors. All windows shall be wood or factory or job finished metal windows or as approved by the Committee and shall be beige, white, black or stained or painted in a color compatible with the exterior color of the residence and approved by the Committee. No bronze colored or reflective mirror type glass shall be used on, in or for the windows or doors or any building or any other improvements constructed on any Lot. The use of any stained glass will be subject to the approval of the Committee.

VIII. MAILBOXES

Mailboxes shall be located at selected locations in the Subdivision in accordance with postal regulations and requirements. The grouped mailboxes, as may be required by postal regulations, shall be provided by the Developer. In the event a cluster of mailboxes is not required by the U.S. Postal Service, the Committee shall control the standards and approve construction of mailboxes. The Committee shall also control the use of any other such receptacles for the receipt or distribution of items and which are proposed to be constructed on any of the Lots.

IX. ADDITIONS

The Developer may bring additional properties within the scheme of this Declaration through the execution and filing of a supplementary declaration of

restrictions, which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The supplementary declaration may contain such modifications as are necessary to reflect the different character of the added properties.

X. NO WAIVER OF FUTURE APPROVALS

The approval or consent of the Committee to any Plans or Specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatsoever, subsequently or additionally submitted for approval or consent by the same or a different Owner.

The Committee may grant such waivers of any of the restrictions contained in this Declaration as it considers appropriate based upon the quality and design of a proposed improvement.

The Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications. The Committee may require any Owner to restore such Owner's lot to the condition existing prior to construction, alteration or removal of any improvement thereon, including without limitation the demolition and removal of any unapproved or nonconforming improvement, if such improvement was constructed or altered in violation of these Declarations. In addition, the Committee may, but has no obligation to, cause such restoration, demolition and removal of any such improvement, and levy the amount of the cost thereof as a special individual assessment against the lot upon which such unapproved or nonconforming improvement was constructed or altered.

XI. ENFORCEMENT

Except for matters approved by the Committee pursuant to Paragraph V, if the owner of any lot, or the owner's heirs, executors, administrators, successors, assigns, or tenants, shall violate or attempt to violate any of the restrictions and covenants set forth in this Declaration, it shall be lawful for the Canyons at Stone Oak Property Owners Association ("CSOHOA") the Developer, or if the CSOHOA or Developer shall fail to do so after sixty (60) days written notice from a person owning any lot encumbered by this Declaration, then for any such owner, to prosecute any proceedings against the person or persons violating or attempting to violate any such restrictions and covenants. The failure of any owner or tenant to comply with any restriction or covenant will result in irreparable damage to Developer and other owners of Lots in the Subdivision; thus the breach of any provision of this Declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity

in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party prevails, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator. Developer makes no warranty or representation as to the present or future validity or enforceability of the Restrictions nor shall Developer have any affirmative duty or obligation to attempt to enforce same. Any owner acquiring a Lot in reliance on one or more of such Restrictions shall assume all risks of the possible amendment, validity and enforceability thereof and, by acquiring the Lot, agrees to release and hold Developer and the Committee harmless from liability arising out of or related to any amendment, validity and enforceability of any Restriction.

XII. SEVERANCE

In the event any of the foregoing Restrictions are held invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity and enforceability of the other Restrictions. If any provision of the foregoing is subject to more than one interpretation, the interpretation which more clearly reflects the intent hereof shall be enforced.

XIII. TERM OF RESTRICTIONS

The Restrictions shall run with and bind with the Subdivision and all land included within the Subdivision, the owners of said land, and their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded. The Declaration shall then be automatically extended for successive periods of one (1) year, unless an instrument amending the Restrictions in whole or in part has been signed and recorded by the then owners of two-thirds of the Lots.

XIV. AMENDMENTS

Notwithstanding the terms of Article XIII, these Restrictions may be amended with the approval in writing of persons or entities owning not less than seventy-five percent (75%) of the Lots, and the consent of the Developer (however, Developer's consent to any amendment is required only until its sale of 95% of the Lots in the Subdivision); provided that, notwithstanding anything to the contrary set forth in these Restrictions, until December 31, 2010, the Developer may execute and record amendments to these Restrictions without the consent or approval of seventy-five percent (75%) of the Lots, if such amendments are for clarification or to correct typographical errors. Any and all amendments, if any, shall be recorded in the real property records of the County Clerk of Bexar County, Texas and shall be enforceable against all Lot owners from and after the date of recording.

**XV.
TERMINATION OF DEVELOPER RIGHTS**

If Developer should expressly convey all of its right, title and interest as Developer under these Restrictions to any partnership, individual or individuals, corporation or corporations, and such successor shall expressly assume the rights and obligations of the Developer, then and in such event Developer shall be relieved of and released from the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be liable for and obligated to perform all such duties and obligations of the Developer, Neither Developer nor its officers, directors, partners, members, employees and agents and Developer's successors and assigns shall be liable for damages or otherwise to any owner of any Lot relying on these Restrictions by reason of their unenforceability or by reason of Developer's decisions, actions, omissions, judgments or negligence or relating to the Restrictions or enforcement or nonenforcement of the Restrictions. In addition, each Lot owner agrees that he will not bring any action or suit against Developer or the officers, directors, partners, members, employees and agents of it to recover any such damages and hereby releases, demises, and quitclaims all claims, demands and causes of action against Developer arising out of or in connection with any decision, action, omission, judgment, negligence enforcement action or any other act or omission by Developer in connection with the enforcement (or lack thereof) of these Restrictions.

**XVI.
EASEMENTS**

A. Reservation of Easements. Easements, licenses, franchises or other similar permits for installation, maintenance, repair and removal of utilities, public rights of way, drainage facilities and floodway easements and video services, cable television services, security services, communication services, fire protection services and other similar services over, under and across the Subdivision are reserved by Developer for itself, its successor and assigns, as specifically set forth on recorded plats of the Subdivision, portions thereof or as set forth in other documents of record now or in the future in the Deed Records of Bexar County, Texas. In addition, Developer hereby reserves to itself in the Subdivision, and to its successors and assigns, easements for installation, maintenance and repair and removal of utilities and drainage facilities and video services, cable television services, security services, communication services, fire protection services and other similar services. Full right of ingress and egress shall be had by Developer and its successors and assigns at all times over the Subdivision to the extent reasonably necessary for the installation, operation, maintenance, repair or removal of any utility or drainage facility contained within any of the aforesaid easements. Full right of ingress and egress shall also be had by Developer and its successors and assigns at all times over the Subdivision as may be reasonably required to remove any obstruction that may be placed in such easements without the approval of the Developer or the owner of the relevant easement, would constitute interference with the use of such easement or with the use, maintenance, operation or installation of such utility or other services, as

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aforesaid. In no event shall the foregoing prohibit paving or landscaping within such easements. Developer shall have the right to assign and convey, in whole or part, the easements reserved by it hereunder to the Stone Oak POA, one or more public utility companies, quasi-public utility or service companies or relevant governmental or private authorities. All utilities and services installed within the aforesaid easements shall be installed underground with the exception of certain drainage easements and servicing, stub-out and meter areas for such underground utilities.

B. Drainage Easements. Each owner of a Lot covenants to provide easements for drainage and water flow, as contours of land and the arrangement of improvements approved by the Committee on Lots in the Subdivision require. Each owner of a Lot further covenants not to disturb or displace trees or other vegetation with the drainage easement as defined by the Developer and/or the Committee. There shall be no construction of improvements, temporary or permanent, in any drainage easement, except as may be approved in writing by the Committee.

EXECUTED this the 19th day of ^{August} ~~July~~, 2002.

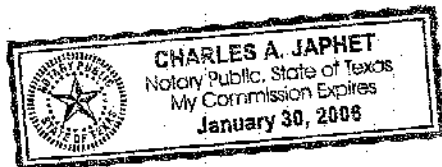
CANYONS AT STONE OAK, LTD.
By and through Japhet Homes, Inc.,
its General Partner

By: [Signature]
Name: James Japhet
Its: President

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this the 19th day of August, 2002, by James Japhet, President of Japhet Homes, Inc. as the General Partner of the Canyons at Stone Oak, Ltd.



[Signature]
Notary Public, State of Texas

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LENDER AGREEMENT

The undersigned, being the holder of that certain \$3,927,980.00 Promissory note dated April 25, 2002 executed by Developer for the benefit of Compass Bank and further secured by a certain First Lien Deed of Trust recorded at Volume 9390, Page 256, Official Public Records of Real Property of Bexar County, Texas, hereby consents to the foregoing Declaration of Covenants, Conditions and Restrictions for Canyons at Stone Oak Subdivision, Planned Unit Development and Provisions for Canyons at Stone Oak Homeowners Association (the "Restrictions") and does hereby agree that it will not exercise, and hereby waives, any First Lien Deed of Trust rights it may have to alter, supersede or in any way change or modify such Restrictions for Canyons at Stone Oak Subdivision, Planned Unit Development. Compass Bank further agrees that this Lender Agreement shall be binding on its assigns, successors, agents and officers.

EXECUTED this 19 day of August, 2002.

COMPASS BANK

By: [Signature]
Name: Mark Blankinship
Its: Vice President

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this the 19th day of August 2002, by Mark Blankinship, the Vice President of Compass Bank on behalf of said Compass Bank.



[Signature]
Notary Public, State of Texas

Return to:
Charles A. Jophet
15114 Jones Maltzberger
San Antonio, Tx 78247

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Exhibit "A"

Canyons at Stone Oak Subdivision Planned Unit Development as recorded in the Deed and Plat Records of Bexar County Texas at Volume 9554, Pages 1114-1117

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

SEP 04 2002



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20020409306
Pages 25
09/04/2002 04:43:13 PM
Filed & Recorded in
Official Records of
BEXAR COUNTY
GERRY RICKHOFF
COUNTY CLERK
Fees \$57.00

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