

2009-10-15-0843

AN ORDINANCE

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN ANTONIO BY AMENDING CHAPTER 35, UNIFIED DEVELOPMENT CODE, SECTION 35-304, OFFICIAL ZONING MAP OF THE CITY CODE OF SAN ANTONIO, TEXAS BY CHANGING THE ZONING DISTRICT BOUNDARY OF CERTAIN PROPERTY.

* * * * *

WHEREAS, a public hearing was held regarding this amendment to the Official Zoning Map at which time parties in interest and citizens were given an opportunity to be heard; and

WHEREAS, the Zoning Commission has submitted a final report to the City Council regarding this amendment to the Official Zoning Map of the City of San Antonio; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Chapter 35, Unified Development Code, Section 35-304, Official Zoning Map, of the City Code of San Antonio, Texas is amended by changing the zoning district boundary of 385.39 acres out of NCB 19221 from "NP-10 ERZD MLOD-1" Neighborhood Preservation Edwards Recharge Zone Camp Bullis Military Lighting Overlay District-1 and "QD S ERZD MLOD-1" Quarry Edwards Recharge Zone Camp Bullis Military Lighting Overlay District-1 with a Specific Use Authorization for Blasting to "MPCD ERZD MLOD-1" Master Planned Community Edwards Recharge Zone Camp Bullis Military Lighting Overlay District-1.

SECTION 2. A description of the property is attached as **Exhibit "A"** and made a part hereof and incorporated herein for all purposes.

SECTION 3. The City council approves the Master Planned Community District so long as the attached site plan is adhered to. A site plan is attached as **Exhibit "B"** and made a part hereof and incorporated herein for all purposes.

SECTION 4. The owner or owner's agent shall inform any person leasing this tract or any portion of this tract that storage of chemicals and/or hazardous materials is not permitted. Provisions prohibiting the storage of chemicals and/or hazardous materials shall be included in the lease agreement. The owner or owner's agent shall provide a copy of the lease provisions regarding the storage of chemicals and/or hazardous materials to the Aquifer Protection and Evaluation Section of the San Antonio Water System for approval. The Aquifer Protection and Evaluation Section of the San Antonio Water System may randomly inspect, without notice, any or all facilities on the site to ensure compliance with this ordinance.

SECTION 5. All water pollution abatement structures or features approved by the Texas Commission on Environmental Quality shall be properly maintained and kept free of trash and debris. A water quality maintenance plan and schedule agreement signed by the property owner must be submitted to the Resource Protection Division of SAWS. If at any time the ownership of the property changes, the seller must disclose to the buyer all the requirements of the water quality maintenance plan. A water quality maintenance plan signed by the new owner must be submitted to the Resource Protection Division of SAWS.

SECTION 6. Landscaped areas shall be sensitive to minimizing water needs, i.e., use of native plants. Each purchaser of an individual lot or tenant within this development shall be informed by the seller or lessor in writing about Best Management Practices (BMP) for pesticide and fertilizer application. Preventing Groundwater Pollution, A Practical Guide to Pest Control, available from the Edwards Aquifer Authority (210/222-2204), or equivalent information produced by the U.S. Natural Resource Conservation Service, the Texas Department of Agriculture, or the U.S. Department of Agriculture shall be used.

SECTION 7. All other provisions of Chapter 35 except those expressly amended by this ordinance shall remain in full force and effect including the penalties for violations as made and provided for in Section 35-491.

SECTION 8. The Director of Planning and Development Services shall change the zoning records and maps in accordance with this ordinance and the same shall be available and open to the public for inspection.

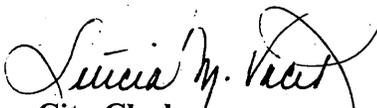
SECTION 9. If a court of competent jurisdiction enters a final judgment on the merits that is no longer subject to appeal and substantially limits or impairs the essential elements of sections one through five of this ordinance, then sections one through five are invalid and have no legal effect as of the date of entry of such judgment notwithstanding any other ordinance or provision of the City Code of San Antonio.

SECTION 10. This ordinance shall become effective October 25, 2009.

PASSED AND APPROVED this 15th day of October, 2009.


M A Y O R

ATTEST:


City Clerk

APPROVED AS TO FORM:


For City Attorney

Agenda Item:	Z-8						
Date:	10/15/2009						
Time:	03:32:25 PM						
Vote Type:	Motion to Appr w Cond						
Description:	ZONING CASE # Z2009076 ERZD (District 9): An Ordinance amending the Zoning District Boundary from "NP-10 ERZD MLOD-1" Neighborhood Preservation Edwards Recharge Zone Camp Bullis Military Lighting Overlay District-1 and "QD S ERZD MLOD-1" Quarry Edwards Recharge Zone Camp Bullis Military Lighting Overlay District-1 with a Specific Use Authorization for Blasting to "MPCD ERZD MLOD-1" Master Planned Community Edwards Recharge Zone Camp Bullis Military Lighting Overlay District-1 on 385.39 acres out of NCB 19221 located at 19101 North US Highway 281 and 19300 Classen Crest. Staff and Zoning Commission recommend approval.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x				
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x			x	
John G. Clamp	District 10		x				x



72009076

LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR

A 385.39 acre, or 16,787,778 square feet more or less, tract of land being part of that 1200 acre tract conveyed to Leslie W. Steubing by deed recorded in Volume 3513, Page 145, part of that 3873.63 acre tract conveyed to Helen Steubing, et vir, by deed recorded in Volume 1499, Page 265, both of the Deed Records of Bexar County, Texas, and all of a 5.000 acre tract recorded in Volume 8068, Page 1104, a 5.000 acre tract recorded in Volume 6037, Page 522, a 3.667 acre and a 0.657 acre tract recorded in Volume 13805, Page 714 and a 1.057 acre tract recorded in Volume 8068, Page 1099 all of the Official Public Records of Bexar County, Texas, being out of the A. Houston Survey No. 93, Abstract 355, County Block 4937, the A. Houston Survey No 94, Abstract 356, County Block 4938, the Beaty, Sealy and Forward Survey, Abstract 114, County Block 4939, the J. Poitevent Survey No. 61, Abstract 603, County Block 4943, the Seinegas Irrigation and Agricultural Survey No. 117, Abstract 726, County Block 4948, and the S. Jett Survey 92 1/2, Abstract 855, County Block 4949, now in New City Block (N.C.B.) 19221 of the City of San Antonio, Bexar County, Texas. Said 385.39 acre tract being more particularly described as follows, with the bearings based on the Texas Coordinate System for the North American Datum of 1983 (CORS96) for the South Central Zone;

Commencing: At a 1/2" iron pin at the east corner of the Hills of Stone Oak Unit 1 recorded in Volume 9508, Pages 58-50 and the southwest corner of The Glen at Stone Oak, Units 1 and 2, recorded in Volume 9539, Page 131 and Volume 9547, Page 104 both of the Deed and Plat Records of Bexar County, Texas;

THENCE: N 82°12'07" E, with the south line of The Glenn at Stone Oak, Unit 2 a distance of 1371.12 feet to a 1/2" iron pin for the southeast corner of Lot 17, Block 8 of The Glen at Stone Oak Unit 2, being in the west line of the proposed location of Hardy Oak, the northeast corner of a 3.667 acre tract recorded in Volume 13805, Page 730 of the Official Public Records of Bexar County, Texas, the northwest corner of the 0.657 acre tract and the northwest corner and POINT OF BEGINNING OF THIS TRACT;

THENCE: With the south line of The Glen at Stone Oak, Unit 2, the south line of a 6.448 acre tract described in Volume 11244, Page 949, of the Official Public Records of Bexar County, Texas, Sundance Subdivision, Units 1-3, according to plats recorded in Volume 9543, Page 51, Volume 9545, Page 92 and Volume 9547, Page 109, of the Deed and Plat Records of Bexar County, Texas and the south lines of a 6.558 acre tract described in Volume 9798, Page 970, a 48.69 acre tract described in Volume 12036, Page 780, a 34.193 acre tract described in Volume 8297, Page 589 all of the Official Public Records of Bexar County, Texas the following calls and distances;

N 82°12'45" E, a distance of 939.89 feet to a 1/2" iron pin at an angle point;

Z2009076

N 82°11'45" E, a distance of 946.05 feet to a ½" iron pin at the southeast corner of the 6.558 acre tract, for the southwest corner of the 48.69 acre tract;

N 82°10'34" E, a distance of 1711.82 feet with the south line of the 48.69 acre tract and the 34.193 acre tract to a point for the northerly northeast corner of this tract from whence a ½" iron pin bears N 82° 10' 34" E, a distance of 8.9 feet for the southeast corner of the 34.193 acre tract and the southwest corner of Big Springs P.U.D. Unit 2B recorded in Volume 9544, Page 210-212 of the Deed and Plat Records of Bexar County, Texas;

THENCE: Departing the north line of the 1200 acre tract and across the 1200 acre tract with the east line of this tract the following calls and distances;

S 57°45'48" E, a distance of 61.54 feet to a point;

S 90°00'00" E, A Length of 9.26 feet to a point;

S 45°03'28" E, a distance of 85.10 feet to a point;

N 86°38'53" E, a distance of 180.26 feet to a point;

N 62°26'46" E, a distance of 170.05 feet to a point;

S 87°12'03" E, a distance of 216.86 feet to a point;

S 55°52'54" W, a distance of 100.80 feet to a point;

S 37°08'37" W, a distance of 402.28 feet to a point;

S 12°53'36" W, a distance of 56.26 feet to a point;

S 03°16'19" W, a distance of 78.92 feet to a point;

S 17°06'37" W, a distance of 91.86 feet to a point;

S 30°58'33" W, a distance of 105.02 feet to a point;

S 00°23'00" E, a distance of 186.45 feet to a point;

S 25°28'26" E, a distance of 58.30 feet to a point;

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S 85°04'31" E, a distance of 72.99 feet to a point;

S 13°33'48" W, a distance of 181.76 feet to a point;

S 16°59'54" E, a distance of 47.17 feet to a point;

S 29°08'00" E, a distance of 99.50 feet to a point;

S 50°09'00" E, a distance of 48.05 feet to a point;

S 26°09'37" E, a distance of 41.27 feet to a point;

S 41°04'02" E, a distance of 36.81 feet to a point;

S 24°45'29" E, a distance of 13.89 feet to a point;

S 70°23'30" E, a distance of 593.43 feet to a point;

S 23°28'30" E, a distance of 348.58 feet to a point;

S 18°36'30" W, a distance of 784.29 feet to a point in the south line of the original 1200 acre tract;

THENCE: With the south line of the original 1200 acre tract the following calls and distances;

S 78°03'30" W, a distance of 1157.94 feet to a point;

S 77°57'01" W, at a distance of 319 feet passing a ½" iron pin for the northeast corner of Classen Crest Subdivision Unit 5 recorded in the Deed and Plat Records of Bexar County, Texas and continuing with the north line of Unit 5 for a total distance of 1850.16 feet to a ½" iron rod for the northwest corner of Unit 5 and the northeast corner of Classen Crest Subdivision Unit 1 recorded in Volume 9553, Page 45-49 of the Deed and Plat Records of Bexar County, Texas;

THENCE: S 77°59'52"W, with the north line of Classen Crest Subdivision Unit 1 and the south line of the 1200 acre tract, at a distance of 699.75 feet, passing a ½" iron pin for a northwest corner of Unit 1, for a total distance of 1146.47 feet to a point for an interior corner of this tract;

THENCE: Across the 1200 acre tract, the following calls and distances;

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S 12°43'15" E, a distance of 305.78 feet to a point;

S 06°59'09" E, a distance of 100.07 feet a point in the north line of Unit 1, and the south line of the 1200 acre tract;

THENCE: S 76°52'55" W, with the north line of Unit 1, a distance of 608.57 feet to a 1/2" iron pin for an interior corner of this tract;

THENCE: S 13°29'51" E, a distance of 59.91 feet to a 1/2" iron pin for an interior corner of this tract;

THENCE: S 76°43'00" W, a distance of 210.96 feet to a 1/2" iron pin for an interior corner of this tract;

THENCE: S 08°58'39" E, a distance of 194.71 feet to a 1/2" iron pin in the north line of Classen Crest Subdivision, Unit-2, as recorded in Volume 9565, Pages 19-20 of the Deed and Plat Records of Bexar County, Texas, for an interior corner of this tract;

THENCE With the north line of Unit 2 and the north line of Stone Oak High School, Unit 2, recorded in Volume 9538, Page 198 of the Deed and Plat Records of Bexar County, Texas the following calls and distances;

S 80°40'24" W, a distance of 348.31 feet to a 1/2" iron pin at an angle point;

S 80°38'55" W, a distance of 389.14 feet to a 1/2" iron pin at an interior corner of Stone Oak High School, for a southwest corner of this tract;

THENCE: With the east line of Stone Oak High School the following calls and distances;

N 09°22' 41" W, a distance of 611.86 feet to a 1/2" iron pin at an angle point;

N 32°11'09" E, a distance of 282.71 feet to a 1/2" iron pin for at a corner;

N 57°47'23" W, a distance of 1016.10 feet to a 1/2" iron pin at a corner;

N 16°43'07" E, a distance of 420.18 feet to a 1/2" iron pin for a northeast corner of Stone Oak High School, an interior corner of this tract;

THENCE: N 78°39'57" W, a distance of 251.11 feet with the extension of the north line of Huebner Road to a 1/2" iron pin in the north line of Huebner Road at the southeast corner of Hills of

72009076

385.39 Acres
Job No. 7117-00
Page 5 of 6

Stone Oak, Unit 2, recorded in Volume 9510, Page 22 of the Deed and Plat Records of Bexar County, Texas for a southwest corner of this tract;

THENCE: With the east line of Hills of Stone Oak Unit 2, the east line of the Hills of Stone Oak Unit 1 and the west line of this tract the following calls and distances;

N 16°42'27" E, a distance of 826.18 feet to a ½" iron pin for the northeast corner of Unit 2 and the southeast corner of Unit 1;

N 16°43'23" E, a distance of 901.71 feet to a point in east line of Unit 1;

THENCE: Departing the east line of Hills of Stone Oak Unit 1, across the 1200 acre tract and with the south line of the 3.667 acre tract and the southwest and south line of a 26.463 acre tract recorded in Volume 13805, Page 730 of the Official Public Records of Bexar County, Texas and the northwest line of this tract the following calls and distances;

S 77°26'53" E, a distance of 235.79 feet to an angle point;

S 37°47'11" E, a distance of 484.65 feet to an angle point;

S 11°06'44" E, a distance of 203.88 feet to an angle point;

S 80°56'39" E, a distance of 325.21 feet to an angle point;

N 74°03'55" E, a distance of 558.36 feet to an angle point;

N 40°37'26" E, a distance of 584.88 feet to a ½" iron pin for the south corner of the 0.657 acre tract, the southeast corner of the 26.463 acre tract and an reentrant corner of this tract;

THENCE: Across the 1200 acre tract and with the northeast line of the 26.463 acre tract, the southwest line of the 0.657 acre tract and the northwest line of this tract the following calls and distances;

N 49°22'34" W, a distance of 149.87 feet to a ½" iron pin for the beginning of a curve to the right;

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With the arc of a curve to the right, said curve having a radius of 733.00 feet, a central angle of $41^{\circ}34'09''$, a chord bearing and distance of $N 28^{\circ}35'29'' W$, 520.22 feet, at an arc length of 431.5 feet passing the northeast corner of the 26.463 acre tract and the southeast corner of the 3.667 acre tract for a total arc length of 531.81 feet to the POINT OF BEGINNING, containing 385.39 acres in the City of San Antonio, Bexar County, Texas.

This document was prepared under 22 TAO §663.21, and does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary or the political subdivision for which it was prepared.

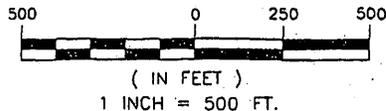
PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 3, 2009
REVISED: September 25, 2009
JOB No.: 7117-00
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DEED/PLAT REFERENCE

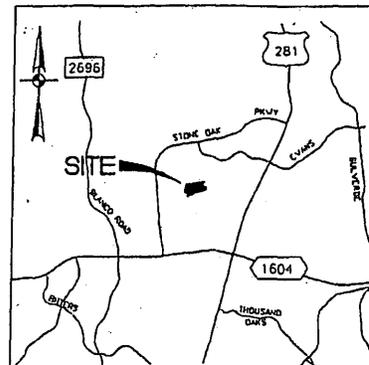
D.R. DEED RECORDS OF BEXAR COUNTY, TEXAS
 D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 O.P.R. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
 R.P.R. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS



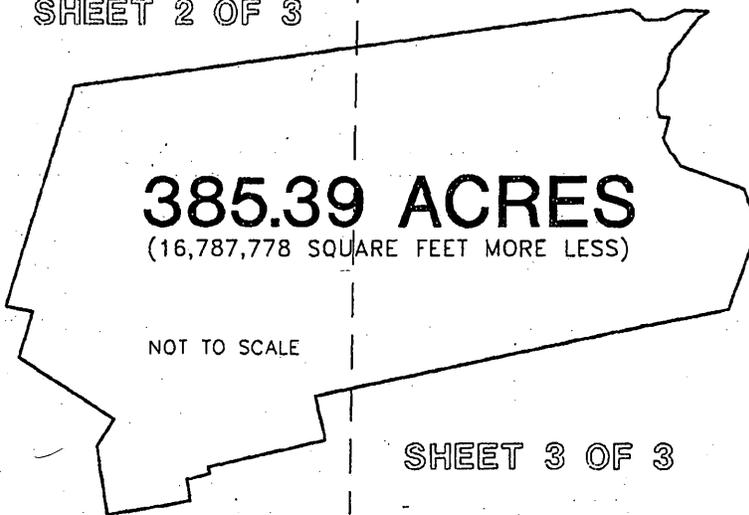
LINE TABLE		
LINE	BEARING	LENGTH
L1	N 82°12'07" E	1371.12'
L2	N 82°12'45" E	939.89'
L3	N 82°11'45" E	946.05'
L4	N 82°10'34" E	1711.82'
L5	S 57°45'48" E	61.54'
L6	S 90°00'00" E	9.26'
L7	S 45°03'28" E	85.10'
L8	N 86°38'53" E	180.26'
L9	N 62°26'46" E	170.05'
L10	S 87°12'03" E	216.86'
L11	S 55°52'54" W	100.80'
L12	S 37°08'37" W	402.28'
L13	S 12°53'36" W	56.26'
L14	S 03°16'19" W	78.92'
L15	S 17°06'37" W	91.86'
L16	S 30°58'33" W	105.02'
L17	S 00°23'00" E	186.45'
L18	S 25°28'26" E	58.30'
L19	S 85°04'31" E	72.99'
L20	S 13°33'48" W	181.76'
L21	S 16°59'54" E	47.17'
L22	S 29°08'00" E	99.50'
L23	S 50°09'00" E	48.05'
L24	S 26°09'37" E	41.27'
L25	S 41°04'02" E	36.81'
L26	S 24°45'29" E	13.89'
L27	S 70°23'30" E	593.43'
L28	S 23°28'30" E	348.58'
L29	S 18°36'30" W	784.29'
L30	S 78°03'30" W	1157.94'
L31	S 77°57'01" W	1850.16'
L32	S 77°59'52" W	1146.47'
L33	S 12°43'15" E	305.78'
L34	S 06°59'09" E	100.07'
L35	S 76°52'55" W	608.57'
L36	S 13°29'51" E	59.91'
L37	S 76°43'00" W	210.96'
L38	S 08°58'39" E	194.71'
L39	S 80°40'24" W	348.31'
L40	S 80°38'55" W	389.14'
L41	N 09°22'41" W	611.86'
L42	N 32°11'09" E	282.71'
L43	N 57°47'23" W	1016.10'
L44	N 16°43'07" E	420.18'
L45	N 78°39'57" W	251.11'
L46	N 16°42'27" E	826.18'
L47	N 16°43'23" E	901.71'
L48	S 77°26'53" E	235.79'
L49	S 37°47'11" E	484.65'
L50	S 11°06'44" E	203.88'
L51	S 80°56'39" E	325.21'
L52	N 74°03'55" E	558.36'
L53	N 40°37'26" E	584.88'
L54	N 49°22'34" W	149.87'

NOTES:

- 1) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 2) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.



SHEET 2 OF 3

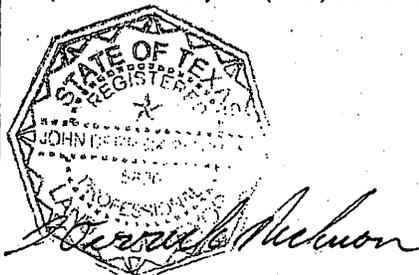


SHEET 3 OF 3

CURVE TABLE					
CURVE	RADIUS	DELTA	CH BEARING	CH LENGTH	LENGTH
C1	733.00	41°34'09"	N 28°35'29" W	520.22'	531.81'

ZONING EXHIBIT OF

A 385.39 acre, or 16,787,778 square feet more or less, tract of land being part of that 1200 acre tract conveyed to Leslie W. Steubing by deed recorded in Volume 3513, Page 145, part of that 3873.63 acre tract conveyed to Helen Steubing, et vir, by deed recorded in Volume 1499, Page 265, both of the Deed Records of Bexar County, Texas, and all of a 5,000 acre tract recorded in Volume 8068, Page 1104, a 5,000 acre tract recorded in Volume 6037, Page 522, a 3.667 acre and a 0.657 acre tract recorded in Volume 13805, Page 714 and a 1.057 acre tract recorded in Volume 8068, Page 1099 all of the Official Public Records of Bexar County, Texas, being out of the A. Houston Survey No. 93, Abstract 355, County Block 4937, the A. Houston Survey No. 94, Abstract 356, County Block 4938, the Bealy, Sealy and Forward Survey, Abstract 114, County Block 4939, the J. Poitvent Survey No. 61, Abstract 603, County Block 4943, the Seinegas Irrigation and Agricultural Survey No. 117, Abstract 726, County Block 4948, and the S. Jelt Survey 92 1/2, Abstract 855, County Block 4949, now in New City Block (N.C.B.) 19221 of the City of San Antonio, Bexar County, Texas.



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PAPE-DAWSON ENGINEERS

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355 EAST RAMSEY | SAN ANTONIO, TEXAS 78216 | PHONE: 210.375.9000
 FAX: 210.375.9010

SHEET 1 OF 3

REVISED: 09-25-09

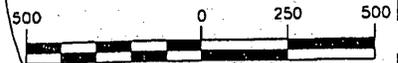
JOB No.: 7117-00

REFERENCE: 6886-00

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BEATY, SEALE & FORWOOD
SURVEY 11
ABSTRACT 114
COUNTY BLOCK 4939



(IN FEET)
1 INCH = 500 FT.
SUNDANCE SUB. UNIT 2
(VOL.9545, PGS 91-92)

6.448
Acres
Vol. 11244,
Pages
946-961
O.P.R.

HILLS OF STONE OAK, UNIT 1
(VOL.9508, PGS 58-61)

THE GLEN AT STONE OAK, UNIT 2
(VOL.9547, PG 104)

BLOCK 8
(5) (6) (7)

P.O.B.

FD. 1/2" IRON ROD
P.O.C.

3.667 ACRES C1
(VOL. 13805,
PG. 730 R.P.R.)

0.657 ACRE
(VOL. 13805,
PG. 730 R.P.R.)

26.453 ACRES
(VOL. 13805, PG. 730 R.P.R.)

N. C. B. 19221

3.965 ACRES
(VOL. 13805,
PG. 730 R.P.R.)

385.39 ACRES
(16,787,778 SQUARE FEET MORE LESS)

1200 ACRES
(VOL. 3513, PG. 145 D.R.)

3873.63 ACRES
(VOL. 1499, PG. 265 D.R.)

2.880 ACRES
(VOL.9547, PG 104)

S. I. & A. Co.
SURVEY 17
ABSTRACT 726
COUNTY BLOCK 4948

J. POITEVENT
SURVEY 381
ABSTRACT 603
COUNTY BLOCK
4943

INDEPENDENCE VILLAGE
(VOL.11143, PG 1138)

STONE OAK HIGH SCHOOL, UNIT 2
(VOL.9538, PG 198)

CLASSEN CREST SUB., UNIT 2
(VOL.9565, PGS 19-20)

MATCHLINE "A"

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PAPE-DAWSON ENGINEERS

555 EAST RAUSEY | SAN ANTONIO TEXAS 78216 | PHONE: 210.375.9000
FAX: 210.375.9010

SHEET 2 OF 3

JOB No.: 7117-00

REFERENCE: 6886-00

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File #: CIVIL\7117-00\B57117-00 March 2.dwg

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SUNDANCE SUB. UNIT 3 (VOL. 9547, PG 109) 6.558 ACRES (VOL. 9798, PG. 970)

48.69 ACRES ROYAL DEVELOPMENT SA 1 LLC (VOL. 12036, PGS 780-785)

34.193 ACRE CITY OF SAN ANTONIO (VOL. 8297, PG 589)

BIG SPRINGS, UNIT-2B (VOL. 9544, PGS 210-212)

A HOUSTON SURVEY 94 ABSTRACT 356 COUNTY BLOCK 4938

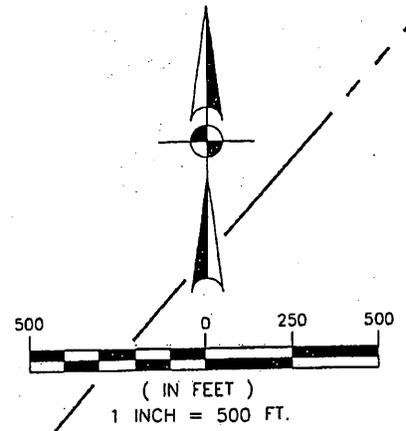
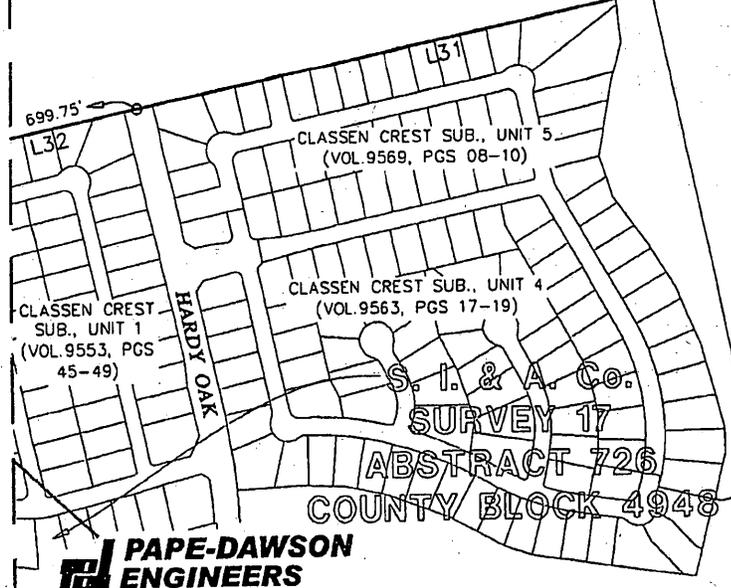
385.39 ACRES (16,787,778 SQUARE FEET MORE LESS)

REMAINDER OF 1200 ACRES (VOL. 3513, PG. 145 D.R.)

3873.63 ACRES (VOL. 1499, PG. 265 D.R.)

A HOUSTON SURVEY 93 ABSTRACT 355 COUNTY BLOCK 4937

MATCHLINE "A"



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PAPE-DAWSON ENGINEERS

Date: Sep 23, 2009, 11:45am User: JD: Mince File: N:\CIVIL\7117-00\B57117-00.dwg

AFFIDAVIT OF PUBLICATION

Before me, the undersigned authority, on this day personally appeared Helen I. Lutz, who being by me duly sworn, deposes and says that she is the Publisher of *The Hart Beat*; that said newspaper is generally circulated in San Antonio, Bexar County, Texas; that the attached notice was published in said newspaper on the following date(s):

October 21, 2009

Subscribed and sworn to before me this 21st day of October, 2009, to certify which witness my hand and seal of office.

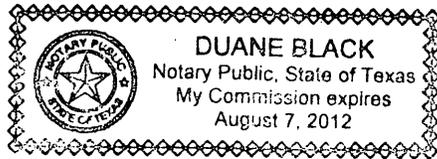
PUBLIC NOTICE

AN ORDINANCE
2009-10-15-0843

AMENDING CHAPTER 35 OF THE CITY CODE THAT CONSTITUTES THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SAN ANTONIO BY CHANGING THE CLASSIFICATION AND REZONING OF CERTAIN PROPERTY DESCRIBED HEREIN AS: 385.39 acres out of NCB 19221 TO WIT: From "NP-10 ERZD MLOD-1" Neighborhood Preservation Edwards Recharge Zone Camp Bullis Military Lighting Overlay District-1 and "QD S ERZD MLOD-1" Quarry Edwards Recharge Zone Camp Bullis Military Lighting Overlay District-1 with a Specific Use Authorization for Blasting to "MPCD ERZD MLOD-1" Master Planned Community Edwards Recharge Zone Camp Bullis Military Lighting Overlay District-1. "THE PENALTY FOR VIOLATION IS A FINE NOT TO EXCEED \$1,000.00".
10/21



Helen I. Lutz, Publisher



Notary Public in and for the State of Texas

Duane Black
Name of Notary

My commission expires August 7, 2012

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

DECLARATION OF PROTECTIVE COVENANTS

This **Declaration of Protective Covenants** (the "Declaration") is made and executed effective on the day set forth below by Steubing Ranch Ltd. Partnership (the "Declarant") and the Claussen's Crest (San Antonio) Homeowners Association, Inc., doing business as Iron Mountain Ranch Homeowners Association ("IMR").

ARTICLE I – RECITALS

WHEREAS, Steubing Ranch, Ltd. Partnership, a Texas Limited Partnership, is the owner of the following lands and premises situated in San Antonio, Bexar County, Texas:

The "Property," as the term is used within this Declaration, shall refer to the 5.39 acres, more or less, out of the total 389.53-acre tract subject to zoning case no. Z2009076 ERZD, generally located at the west of US Highway 281, between Sonterra Boulevard and Evans Road, more specifically described as area C(II) on the site plan that is the subject of Zoning Case Number Z2009076 ERZD in the City of San Antonio, Bexar County, Texas, all of which is eligible for development.

WHEREAS, the Declarant, as the owner of the Property, has applied for a zoning change; and,

WHEREAS, IMR represents owners of property in the Iron Mountain Ranch residential subdivision (the "IMR Subdivision"), located adjacent to the Property and west of Hardy Oak Drive, and has been afforded an opportunity to comment upon the proposed zoning change prior to its adoption; and,

WHEREAS, IMR has agreed to support the zoning change request, subject to Declarant's agreement to have the Property subjected to certain use and site restrictions, and to provide for a defined plan of development; and,

WHEREAS, Declarant desires to accommodate the concerns of IMR regarding use and site restrictions on the Property, and to obtain its recommendation in favor of the zoning change currently under consideration;

NOW, THEREFORE, Declarant does hereby make and impose on the Property the following conditions, covenants, and restrictions:

ARTICLE II – RESTRICTIONS

2.1 Restrictions on the Property

The Property shall be subject to the following restrictions:

- (a) Hours of Operation. Neither Declarant nor any tenant or other occupant of the Property shall be open to the public for business except between the hours of 5:30 a.m. and 11:00 p.m. Monday to Sunday. Declarant shall include in every lease or rental agreement related to the Property such restrictions.

- (b) Expressly Prohibited Uses. The following uses are prohibited to be conducted on the Property:
 1. Fast food establishment;
 - a. The phrase “fast food establishment” shall be defined as a restaurant with a limited menu at which the food is cooked in bulk in advance and kept hot; finished and packaged to order; and is usually made ready to take off-premises (although minimal seating/table service may be provided). Examples of a fast food establishment include a “McDonald’s” or a “Taco Bell”.
 - b. Notwithstanding anything herein to the contrary, the phrase “fast food establishment” shall not be interpreted to prohibit a retail coffee operation, including but not limited to a “Starbucks” or similar retail coffee operation, on the Property.
 2. Any business with a drive thru;
 - a. Notwithstanding anything herein to the contrary, drive thrus shall be allowed on the Property in connection with retail coffee operations (as described above), banks, or drugstores/pharmacies.
 - b. Hours of operation for permitted drive thrus shall be as follows:
 - Banks: Monday - Saturday 7am - 6pm; closed on Sundays;
 - Pharmacy: Monday - Friday 8am - 10pm; Saturday 9am - 6pm; Sunday 10am - 6pm;
 - Coffee Shops: Everyday 7am - 8:30pm;
 - c. The operational restrictions for drive thrus, as set forth in 2.b. above, shall not limit the operational hours of the associated business or store pursuant to section 2.1 (a) above.
 3. Drug abuse or drug treatment offices or centers;

4. Nightclub or dance hall;
5. Bar, pub, or tavern;
 - a. Notwithstanding anything herein to the contrary, the terms "bar, pub, or tavern" shall not be interpreted to prohibit the sale of alcohol as part of a grocery store, drugstore/pharmacy, permitted restaurant or other food service establishment on the Property.
6. Liquor store;
7. Mini warehouse/self-service storage;
8. Gasoline filling station;
9. Auto repair, or auto oil, lube and tune up;
10. Any adult or sexually-oriented business; and,
11. Tattoo businesses.

Laboratory facilities associated with any medical or dental office shall be permitted on the Property. However, there shall not be located on the Property any laboratory or testing operations that are not directly connected with the medical or dental offices located on the Property. It is the intent of Declarant that the medical and/or dental offices to be located on the Property be fully functional as offices, such that testing by tenants be permitted incident to the operation of their offices. The laboratory provisions herein are not intended to allow that type of use separate from an associated on-site practice.

- (c) Building Design. All buildings constructed on the Property must adhere to the requirements and restrictions governing appearance and design characteristics for "C-2" designated areas as outlined in the "Stone Oak Master Plan" as amended by the Fourth Amendment to the Second Amended and Restated Stone Oak Master Plan, recorded in Volume 13310, Page 1092 of the Real Property Records of Bexar County, Texas (*see Exhibit "A"*). Notwithstanding anything herein to the contrary, nothing in this Declaration shall be interpreted to require the review or approval of any improvement on the Property by the Architectural Control Committee referenced in the "Stone Oak Master Plan".
- (d) Construction Supplies and Materials. No construction supplies or materials of any kind shall be placed or stored upon the Property except while construction activity is taking place on the Property. However, at no time may any construction supplies or materials be placed or stored in the Greenbelt (defined in Subsection 2.1(i)).
- (e) Balcony Locations. No balconies, verandas or porticos shall be constructed or permitted to be added to the south side of any building located on the Property.
- (f) Exterior Stairway. Any stairwell constructed outside of the exterior walls of any building shall be enclosed and hidden from view from the ground, the enclosure of which shall be constructed of material identical to the material used to

construct the exterior of the building. All other stairways must be physically located within the interior of the building structure.

- (g) Windows. No windows shall be constructed or permitted to be added to the south side of any building located on the Property.
- (h) Building Height. In no event shall the maximum height of any building on the Property exceed two (2) stories above finished lot grade.
- (i) Greenbelt and Privacy Fence. No building or impervious ground cover shall be constructed or placed closer than seventy five (75) feet from the southern boundary line of the Property (the "Greenbelt"). Upon submittal of a Building Permit Application to the City of San Antonio for the Property, or a portion thereof, and to the extent reasonably possible Declarant agrees not to remove the native vegetation, within the Greenbelt, including but not limited to any existing canopy trees, understory trees, and shrubs. Declarant agrees to augment such existing, native vegetation by planting the following plant materials adjacent to, but not within, the northern boundary line of the Greenbelt: along each one hundred (100) lineal feet, two (2) canopy trees; two (2) understory trees; and, a combination of ten (10) large, medium and small shrubs. Declarant further agrees to construct a privacy fence (non-chain link) of no less than six (6) feet in height along any portion of the southern boundary of the Greenbelt that does not already have a privacy fence (non-chain link) as of the date this document is executed (the "Fence"). The improvements contemplated by this subsection to be completed on any portion of the Property shall be completed within thirty (30) calendar days after a Certificate of Occupancy is issued by the City of San Antonio for the portion of the Property encompassed by such Certificate of Occupancy. Declarant shall maintain at its expense any portion of the Fence constructed pursuant to this Declaration.
- (j) Parking. There shall be no covered parking or carport (unless associated with a drive thru facility or other uses allowed herein) erected or kept anywhere on the Property. No trailer, camper, recreational vehicle, boat or mobile home shall be kept or stored on any portion of the Property once a Certificate of Occupancy is issued by the City of San Antonio for any portion of the Property.
- (k) Tree Preservation. Upon submittal of a Building Permit Application to the City of San Antonio for the Property, or a portion thereof, Declarant shall construct all improvements encompassed by such Building Permit Application in a manner that complies with the applicable City of San Antonio Tree Preservation Ordinance.
- (l) Stormwater Management. Upon submittal of a Building Permit Application to the City of San Antonio for the Property, or a portion thereof, Declarant shall construct all improvements encompassed by such Building Permit Application in a manner that complies with the applicable City of San Antonio Stormwater Management Ordinance and the applicable regulations of the Texas Commission

on Environmental Quality. Any retention pond constructed or placed on the Property shall have a solid enclosure or vegetative screening around its perimeter.

- (m) Trash Receptacle Location and Enclosure. Declarant shall locate no more than eight (8) central dumpster or trash receptacle areas on the Property, and such centralized dumpster or trash receptacle areas shall be screened from view on four (4) sides by a solid enclosure. The enclosure shall be gated, with the gate to be built of a solid material. The gate of the enclosure shall not face the southern boundary line of the Property. To the extent reasonably possible, waste management and removal of the centralized dumpster or trash receptacle areas is to be conducted within the Hours of Operation outlined in Subsection 2.1(a).
- (n) Lighting. Declarant shall construct all improvements on the Property in a manner that complies with the City of San Antonio Camp Bullis Military Overlay District ("MLOD"), and to the extent not already required by the MLOD, in a manner that directs all lighting downward and away from the southern boundary of the Property.
- (o) Signage. All signage constructed on the Property must adhere to the requirements and restrictions governing signage design and dimension for "C-2" designated areas as outlined in the "Stone Oak Master Plan" as amended by the Fourth Amendment to the Second Amended and Restated Stone Oak Master Plan, recorded in Volume 13310, Page 1092 of the Real Property Records of Bexar County, Texas (*see Exhibit "A"*). Notwithstanding anything herein to the contrary, nothing in this Declaration shall be interpreted to require the review or approval of any improvement on the Property by the Architectural Control Committee referenced in the "Stone Oak Master Plan".
- (p) Power Poles. Declarant shall attempt to limit utility power poles on the Property to those that already exist as of the date this document is executed.
- (q) Outdoor Equipment. To the extent reasonably possible, air conditioning equipment shall be screened from view from the ground with landscaping or a solid enclosure. To the extent reasonably possible, Declarant shall limit the use of exterior speakers, horns, bells, whistles or other sound-emitting devices on the Property to within the Hours of Operation outlined in Subsection 2.1(a). Exterior speakers associated with permitted drive thrus outlined in Subsection 2.1(b) shall not be located on the south side of any building.
- (r) Satellite Dishes and Antennae. No satellite dish or antenna larger than eighteen (18) inches in diameter shall be permitted on the exterior of the Property, unless such satellite dish or antenna is screened from view from the ground by landscaping or a solid enclosure. No cellular phone tower or aerial antennae shall be constructed or erected on the Property for any purpose.

2.2 Recording

Declarant agrees to record this Declaration no later than thirty days following issuance of an ordinance by the City of San Antonio amending the zoning of the Property, as referenced in the Recitals above.

2.3 Duration

The protective covenants set forth above shall be effective only for fifty (50) years from the date this document is executed, unless extended by the written agreement of the then current owners of the Property and the then-existing Board of Directors of IMR.

2.4 Default and Enforcement

Failure by Declarant to observe or perform any of the conditions, covenants, or restrictions set forth above within sixty (60) days after the issuance of a written notice by IMR, acting by and through its Board of Directors, specifying the nature of the default claimed, shall constitute a default hereunder; provided, however, that if such condition is of a nature that it cannot be corrected within sixty (60) days of such notice, then the Declarant shall not be in default so long as it actively commences such cure within forty-five (45) days after receiving such notice and diligently pursues such cure through completion.

Declarant and IMR, acting by and through its Board of Directors, may bring a legal proceeding at law or in equity against the person or persons in default of this Declaration, in which case the prevailing party in any such action shall be entitled to recover injunctive relief, actual monetary damages and reasonable and necessary attorney's fees and expenses. Notwithstanding anything herein to the contrary, upon conveyance of fee title to the Property by Declarant such that Declarant no longer owns an interest in the Property, or a portion thereof, Declarant shall have no further liability hereunder with respect to events of default arising or occurring following such conveyance.

2.5 Severability

If any portion of these protective covenants shall be found to be invalid or unenforceable, that invalidity or unenforceability shall be restricted to said part, and shall not affect the remainder.

2.6 Amendment

The above and foregoing restrictions may be amended only by the written agreement of all of the then current owners of the Property or portion thereof seeking such amendment, and by IMR acting by and through its then-current Board of Directors.

ARTICLE III – COVENANTS TO RUN WITH LAND

The foregoing are covenants running with the land, and they shall be binding upon Declarant, its successors, assigns, devisees, representatives, lessees and other parties taking by, through or under Declarant.

(Signatures on Following Pages)

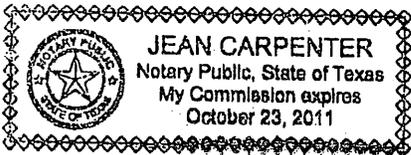
IN WITNESS WHEREOF, this Declaration is executed this 30 day of Sept. 2009.

STEUBING RANCH LTD. PARTNERSHIP,
A Texas limited Partnership, acting by and through
its General Partner

By: Darlene Steubing Dague
Title: General Partner

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 30 day of September 2009, by Darlene Dague, as the duly authorized agent for Steubing Ranch Ltd. Partnership, a Texas limited partnership.



Jean Carpenter
Notary Public, State of Texas

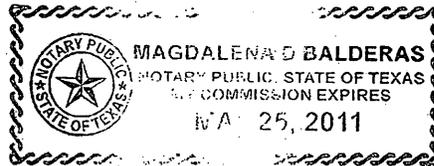
CLAUSSEN'S CREST (SAN ANTONIO)
HOMEOWNERS ASSOCIATION, INC.,
doing business as
IRON MOUNTAIN RANCH HOMEOWNERS
ASSOCIATION

By: [Signature]
Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 28th day of July, 2009,
by ERIC TAFT, as the duly authorized agent for Claussen's Crest (San Antonio)
Homeowners Association, Inc., doing business as Iron Mountain Ranch Homeowners
Association.

Magdalena D. Balderas
Notary Public, State of Texas



AFTER RECORDING RETURN TO:
Brown & Ortiz, P.C.
c/o Daniel Ortiz
112 E. Pecan #1360
San Antonio, Texas 78205

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

DECLARATION OF PROTECTIVE COVENANTS

This **Declaration of Protective Covenants** (the "Declaration") is made and executed effective on the day set forth below by Steubing Ranch Limited Partnership (the "Declarant") and Quarry at Iron Mountain (San Antonio) Homeowners Association, Inc. (the "Association").

ARTICLE I – RECITALS

WHEREAS, Steubing Ranch Limited Partnership, a Texas Limited Partnership, is the owner of the following lands and premises situated in San Antonio, Bexar County, Texas:

The "Property," as the term is used within this Declaration, shall refer to the 8.92 acres, more or less, out of the total 389.53-acre tract subject to zoning case no. Z2009076 ERZD, generally located at the west of US Highway 281, between Sonterra Boulevard and Evans Road, more specifically described as areas C(III) and C(IV) on the site plan attached hereto and incorporated herein as **Exhibit "A"**, that is the subject of Zoning Case Number Z2009076 ERZD in the City of San Antonio, Bexar County, Texas, all of which is eligible for development.

WHEREAS, the Declarant as the owner of the Property, has applied for a zoning change; and,

WHEREAS, the Association represents owners of property in the Quarry at Iron Mountain residential subdivision (the "Quarry Subdivision"), located adjacent to the Property and east of Hardy Oak Drive, and has been afforded an opportunity to comment upon the proposed zoning change prior to its adoption; and,

WHEREAS, the Association has agreed to support the zoning change request, subject to Declarant's agreement to have the Property subjected to certain use and site restrictions, and to provide for a defined plan of development; and,

WHEREAS, Declarant desires to address the Association's concerns regarding use and site restrictions on the Property in order to promote a well designed development that is compatible with the Quarry Subdivision, and to obtain its recommendation in favor of the zoning change currently under consideration;

NOW, THEREFORE, Declarant does hereby make and impose on the Property the following conditions, covenants, and restrictions:

ARTICLE II – RESTRICTIONS

2.1 Restrictions on the Property

The Property shall be subject to the following restrictions:

- (a) Hours of Operation. Neither Declarant nor any tenant or other occupant of the Property shall be open to the public for business except between the hours of 5:30 a.m. and 11:00 p.m. Monday to Sunday. Declarant shall include in every lease or rental agreement related to the Property such restrictions.
- (b) Expressly Prohibited Uses. The following uses are prohibited to be conducted on the Property:
1. Fast food establishment;
 - a. A fast food establishment includes, by way of example, a “McDonald’s”, “Taco Bell”, or other similar establishment.
 - b. Notwithstanding anything herein to the contrary, the phrase “fast food establishment” shall not be interpreted to prohibit a retail coffee operation, including but not limited to a “Starbucks” or similar retail coffee operation, on the Property.
 2. Any business with a drive thru;
 - a. Notwithstanding anything herein to the contrary, drive thrus shall be allowed on the Property in connection with retail coffee operations (as described above), banks, or drugstores/pharmacies.
 - b. Hours of operation for permitted drive thrus shall be as follows:
 - Banks: Monday - Saturday 7am - 6pm; closed on Sundays;
 - Pharmacy: Monday - Friday 8am - 10pm; Saturday 9am - 6pm; Sunday 10am - 6pm;
 - Coffee Shops: Everyday 7am - 8:30pm;
 - c. The operational restrictions for drive thrus, as set forth in 2.b. above, shall not limit the operational hours of the associated business or store pursuant to section 2.1 (a) above.
 3. Drug abuse or drug treatment offices or centers;
 4. Nightclub or dance hall;
 5. Bar, pub, or tavern;
 - a. Notwithstanding anything herein to the contrary, the terms “bar, pub, or tavern” shall not be interpreted to

prohibit the sale of alcohol as part of a grocery store, drugstore/pharmacy, or permitted restaurant on the Property. A permitted restaurant includes, by way of example, a "Chili's", "EZ's" or other similar establishment.

6. Liquor store;
7. Mini warehouse/self-service storage;
8. Gasoline filling station;
9. Auto repair, or auto oil, lube and tune up;
10. Any adult or sexually-oriented business; and,
11. Tattoo businesses.

Laboratory facilities associated with any medical or dental office shall be permitted on the Property. However, there shall not be located on the Property any laboratory or testing operations that are not directly connected with the medical or dental offices located on the Property. It is the intent of Declarant that the medical and/or dental offices to be located on the Property be fully functional as offices, such that testing by tenants be permitted incident to the operation of their offices. The laboratory provisions herein are not intended to allow that type of use separate from an associated on-site practice.

- (c) Building Design. Except as otherwise provided herein, all buildings constructed on the Property must adhere to the requirements and restrictions governing appearance and design characteristics for "C-2" designated areas as outlined in the Second Amended and Restated Stone Oak Master Plan of Stone Oak, recorded in Volume 11591, Page 374, of the Real Property Records of Bexar County, Texas (the "Stone Oak Master Plan"). Notwithstanding anything herein to the contrary, nothing in this Declaration shall be interpreted to require the review or approval of any improvement on the Property by the Architectural Control Committee referenced in the Stone Oak Master Plan.
- (d) Construction Supplies and Materials. No construction supplies or materials of any kind shall be placed or stored upon the Property except while construction activity is taking place on the Property. However, at no time may any construction supplies, equipment, vehicles or materials be placed or stored in the Greenbelt (defined in Subsection 2.1(i)).
- (e) Balcony Locations. No balconies, verandas or porticos shall be constructed or permitted to be added to the south side of any building located on the Property.
- (f) Exterior Stairway. Any stairwell constructed outside of the exterior walls of any building shall be enclosed and hidden from view from the ground, the enclosure of which shall be constructed of material identical to the material used to construct the exterior of the building. All other stairways must be physically located within the interior of the building structure.

- (g) Building Height. In no event shall the maximum height of any building on the Property exceed two (2) stories of habitable space above finished lot grade.
- (h) Greenbelt and Privacy Fence.
1. No improvements of any kind shall be constructed or placed closer than seventy five (75) feet from the southern boundary line of the Property (the "Greenbelt"). This provision shall in no way prohibit the placement of power poles or underground utilities within the Greenbelt as described in Section 2.1(i) and 2.1(j) below.
 2. Declarant agrees not to remove the native vegetation, within the Greenbelt, including but not limited to any existing canopy trees, understory trees, and shrubs, except as needed for the installation of power poles or underground utilities as described in Section 2.1(i) and 2.1(j) below.
 3. Declarant agrees to augment the existing, native vegetation by planting the following plant materials fifty feet (50ft) from the southern boundary line of the Property: along each one hundred (100) lineal feet, two (2) canopy trees; two (2) understory trees; and, a combination of ten (10) large, medium and small shrubs (the "Additional Landscaping"). Notwithstanding anything herein to the contrary, Declarant further agrees to construct a privacy fence (non-chain link) of no less than six (6) feet in height along any portion of the southern boundary of the Greenbelt that does not already have a privacy fence (non-chain link) as of the date this document is executed (the "Fence"). Declarant shall maintain at its expense any portion of the Fence constructed pursuant to this Declaration. The Additional Landscaping and the Fence contemplated by this subsection shall be completed within thirty (30) calendar days after a Certificate of Occupancy is issued by the City of San Antonio for the portion of the Property encompassed by such Certificate of Occupancy.
- (i) Power Poles. All utility power poles shall be placed at least fifty (50) feet from the southern boundary line of the Property. Declarant shall attempt to preserve as much native vegetation as reasonably possible when installing such power poles and related infrastructure. To the extent permitted by City Public Service or any other regulatory agency, each power pole shall be placed at locations which correspond with the north/south boundary lines of the platted residential lots along the northern boundary of the right-of-way known as Ashbury Bay. The location of the power poles may vary by ten (10) feet to the east or west of such north/south boundary lines. An illustration of such power pole placement is

attached hereto as **Exhibit "B."** All distances described herein shall be measured from the base of the power pole.

- (j) Underground Utilities. Notwithstanding anything herein to the contrary, underground utilities may be located anywhere on the Property. However, if underground utilities are installed within fifty (50) feet of the southern boundary line of the Property, any trees larger than eight (8) inches in diameter that are removed for the installation of such underground utilities must be replaced by similar trees with a diameter equal to or greater than such removed trees. Declarant shall use its best efforts to preserve as much vegetation as reasonably possible when installing underground utilities. In no event shall retention ponds be located within fifty (50) feet of the southern boundary line of the Property.
- (k) Parking. There shall be no covered parking or carport (unless associated with a drive thru facility or other uses allowed herein) erected or kept anywhere on the Property. No trailer, camper, recreational vehicle, boat or mobile home shall be kept or stored on any portion of the Property once a Certificate of Occupancy is issued by the City of San Antonio for any portion of the Property.
- (l) Tree Preservation. Upon submittal of a Building Permit Application to the City of San Antonio for the Property, or a portion thereof, Declarant shall construct all improvements encompassed by such Building Permit Application in a manner that complies with the applicable City of San Antonio Tree Preservation Ordinance.
- (m) Stormwater Management. Upon submittal of a Building Permit Application to the City of San Antonio for the Property, or a portion thereof, Declarant shall construct all improvements encompassed by such Building Permit Application in a manner that complies with the applicable City of San Antonio Stormwater Management Ordinance and the applicable regulations of the Texas Commission on Environmental Quality. Any retention pond constructed or placed on the Property shall have a solid enclosure or vegetative screening around its perimeter.
- (n) Trash Receptacle Location and Enclosure. Declarant shall locate no more than eight (8) central dumpster or trash receptacle areas on the Property, and such centralized dumpster or trash receptacle areas shall be screened from view on four (4) sides by a solid enclosure. The enclosure shall be gated, with the gate to be built of a solid material. The gate of the enclosure shall not face the southern boundary line of the Property. To the extent reasonably possible, waste management and removal of the centralized dumpster or trash receptacle areas is to be conducted within the Hours of Operation outlined in Subsection 2.1(a).
- (o) Lighting. Declarant shall construct all improvements on the Property in a manner that complies with the City of San Antonio Camp Bullis Military Overlay District ("MLOD"), and to the extent not already required by the MLOD, in a manner that directs all lighting downward and away from the southern boundary of the Property.

- (p) Signage. All signage constructed on the Property must adhere to the requirements and restrictions governing signage design and dimension for "C-2" designated areas as outlined in the Stone Oak Master Plan. Notwithstanding anything herein to the contrary, nothing in this Declaration shall be interpreted to require the review or approval of any improvement on the Property by the Architectural Control Committee referenced in the "Stone Oak Master Plan".
- (q) Outdoor Equipment. To the extent reasonably possible, air conditioning equipment shall be screened from view from the ground with landscaping or a solid enclosure. No exterior speakers, horns, bells, whistles or other sound-emitting devices (other than security devices used exclusively for security or public safety purposes) shall be used on the Property, except in connection with a drive thru operation as permitted in Section 2.1(b), in which case the use of such sound-emitting devices shall be limited to the Hours of Operation outlined in Subsection 2.1(a).
- (r) Satellite Dishes and Antennae. No satellite dish or antenna larger than eighteen (18) inches in diameter shall be permitted on the exterior of the Property, unless such satellite dish or antenna is screened from view from the ground by landscaping or a solid enclosure. No cellular phone tower or aerial antennae shall be constructed or erected on the Property for any purpose.

2.2 Recording

Declarant agrees to record this Declaration no later than thirty days following issuance of an ordinance by the City of San Antonio amending the zoning of the Property, as referenced in the Recitals above.

2.3 Duration

The protective covenants set forth above shall be effective only for fifty (50) years from the date this document is executed, unless extended by the written agreement of the then current owners of the Property and the then-existing Board of Directors of the Association.

2.4 Default and Enforcement

Failure by Declarant to observe or perform any of the conditions, covenants, or restrictions set forth above within sixty (60) days after the issuance of a written notice by the Association, acting by and through its Board of Directors, specifying the nature of the default claimed, shall constitute a default hereunder; provided, however, that if such condition is of a nature that it cannot be corrected within sixty (60) days of such notice, then the Declarant shall not be in default so long as it actively commences such cure within forty-five (45) days after receiving such notice and diligently pursues such cure through completion.

Declarant or the Association, acting by and through its Board of Directors, may bring a legal proceeding at law or in equity against the person or persons in default of this Declaration, in which case the prevailing party in any such action shall be entitled to recover injunctive relief, actual monetary damages and reasonable and necessary attorney's fees and expenses. Notwithstanding anything herein to the contrary, upon conveyance of fee title to the Property by Declarant such that Declarant no longer owns an interest in the Property, or a portion thereof, Declarant shall have no further liability hereunder with respect to events of default arising or occurring following such conveyance.

If a non-defaulting party to this Declaration fails to declare immediately a default or delays in exercising its rights and remedies as to such default, such failure or delay shall not, if the non-defaulting party has used due diligence in exercising its rights and remedies as to such default, in and of itself, be deemed a consent to such default, or a waiver of its rights and remedies as to such default or any subsequent defaults. Pursuit of any remedies upon a default does not preclude pursuit of other remedies in this Declaration or provided by applicable law.

2.5 Severability

If any provision contained in this Declaration shall be found to be invalid or unenforceable, that invalidity or unenforceability shall be restricted to said provision, and shall not affect the remainder of this Declaration.

2.6 Amendment

The above and foregoing restrictions may be amended only by the written agreement of all of the then current owners of the Property or portion thereof seeking such amendment, and by the Association acting by and through its then-current Board of Directors.

2.7 Miscellaneous

The section headings contained in this Declaration are for ease of reference only and must not be considered in construing this Declaration. All demands or other notices required to be sent to Declarant or subsequent owner of the Property, or portion thereof, by the terms of this Declaration may be sent by ordinary or certified mail, postage prepaid, to the party's last known address as it appears on the records of the Association on the date the notice is issued. If an owner fails to give the Association an address for sending notices, all notices may be sent to the address for the owner of such property, as reflected on the rolls of the tax appraisal district for the county within which the lot is located, and the owner will be deemed to have been given notice whether or not such owner actually receives it.

ARTICLE III – COVENANTS TO RUN WITH LAND

The foregoing are covenants running with the land, and they shall be binding upon Declarant, its successors, assigns, devisees, representatives, lessees and other parties taking by, through or under Declarant.

IN WITNESS WHEREOF, this Declaration is executed this 30 day of Sept., 2009.

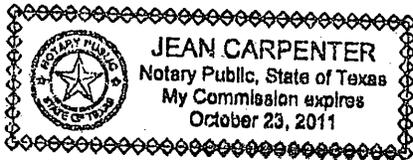
STEUBING RANCH LTD. PARTNERSHIP,
A Texas limited Partnership, acting by and through
its General Partner

By: Darlene Steubing Dague
Title: General Partner

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 30 day of Sept., 2009, by Darlene Dague, as the duly authorized agent for Steubing Ranch Ltd. Partnership, a Texas limited partnership.



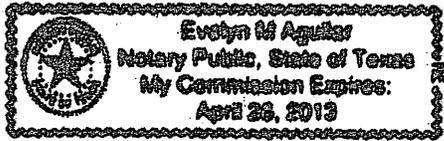
Jean Carpenter
Notary Public, State of Texas

QUARRY AT IRON MOUNTAIN (SAN ANTONIO) HOMEOWNERS ASSOCIATION, INC.

By: Marc Asher
Title: HOA Board Member

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 30th day of September, 2009, by Marc Asher, as the duly authorized agent for Quarry at Iron Mountain (San Antonio) Homeowners Association, Inc.

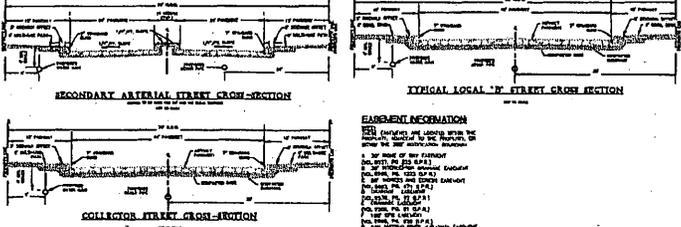


Evelyn M. Aguilar

AFTER RECORDING RETURN TO:
Brown & Ortiz, P.C.
c/o Daniel Ortiz
112 E. Pecan #1360
San Antonio, Texas 78209



LOCATION MAP
SCALE: 1"=300'



LEGEND	LAND USE	AREA	DEVELOPMENT DENSITY (D)	NET TO COVER (D)
R	RESIDENTIAL	15.71 AC	1.0	15.71 AC
		15.71 AC	1.0	15.71 AC
		15.71 AC	1.0	15.71 AC
		15.71 AC	1.0	15.71 AC
C	COMMERCIAL, RETAIL	15.71 AC	1.0	15.71 AC
		15.71 AC	1.0	15.71 AC
		15.71 AC	1.0	15.71 AC
		15.71 AC	1.0	15.71 AC
O	OPEN SPACE	15.71 AC	1.0	15.71 AC
		15.71 AC	1.0	15.71 AC
STREETS		TOTAL 21.37 AC		21.37 AC

- 1. ALL RIGHTS RESERVED BY THE CITY OF SAN ANTONIO.
- 2. THE CITY OF SAN ANTONIO IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE SUBMITTER.
- 3. THE CITY OF SAN ANTONIO IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE SUBMITTER.
- 4. THE CITY OF SAN ANTONIO IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED BY THE SUBMITTER.
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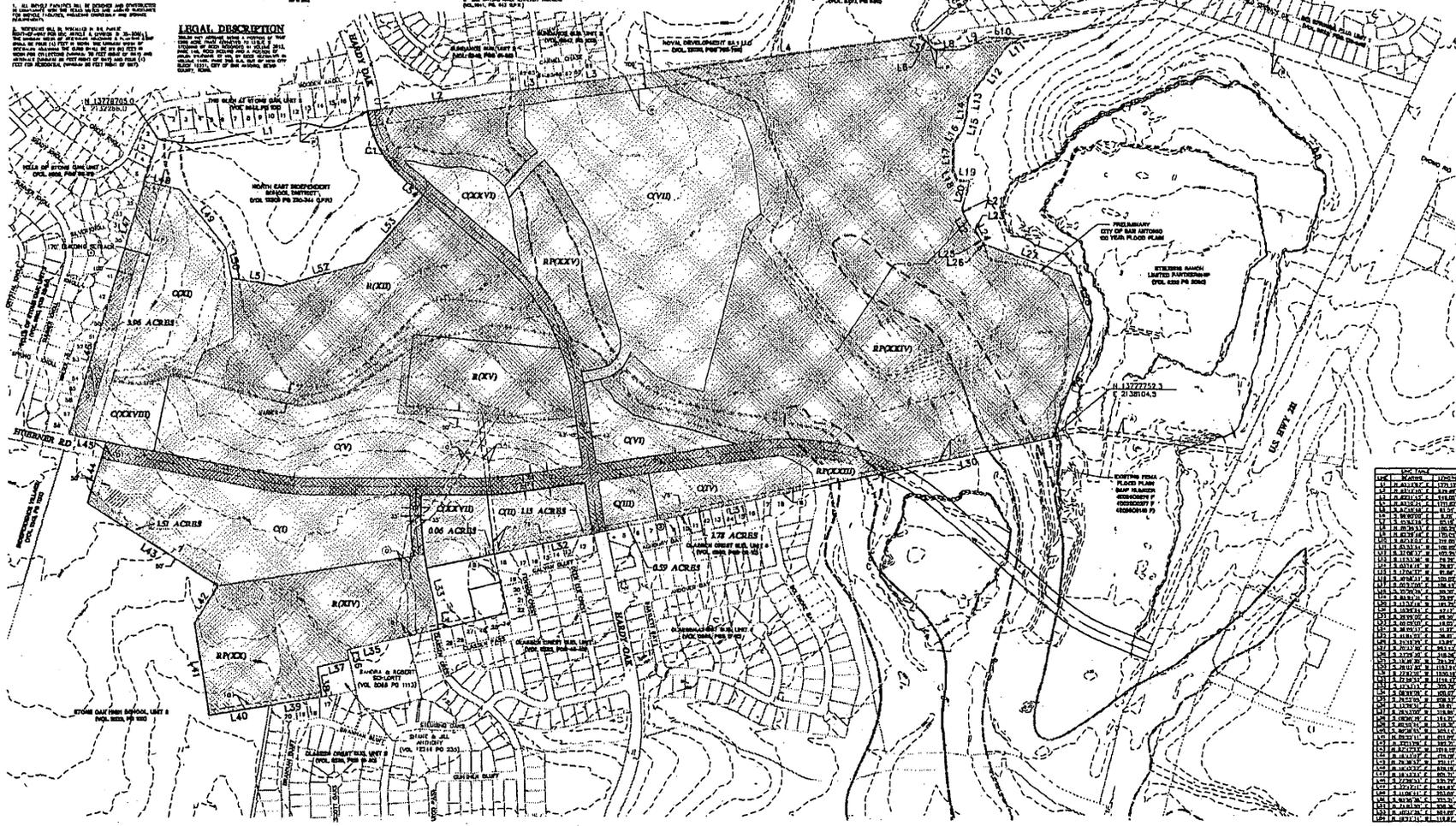
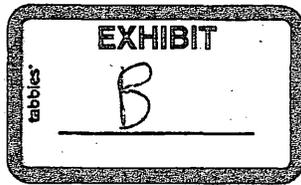
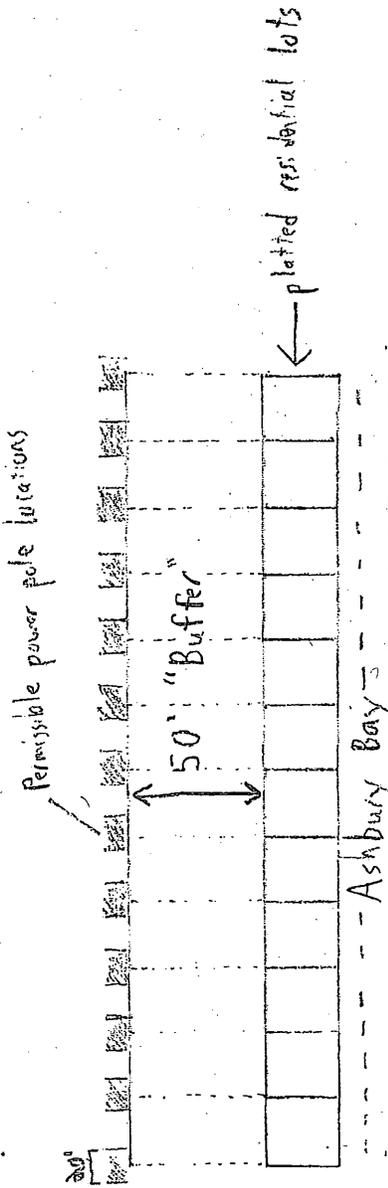


EXHIBIT
A

STEBUNG RANCH
#025A-08
MASTER PLANNED COMMUNITY DISTRICT PLAN

NO.	DATE	DESCRIPTION
1	11/11/08	PRELIMINARY
2	11/11/08	PRELIMINARY
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99	11/11/08	PRELIMINARY
100	11/11/08	PRELIMINARY

JOB NO. 700-00
DATE: DECEMBER 2008
PREPARED BY: LDC
CHECKED BY: JUAN L. DIAZ
DATE:



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

DECLARATION OF PROTECTIVE COVENANTS

This **Declaration of Protective Covenants** (the "Declaration") is made and executed effective on the day set forth below by Steubing Ranch Ltd. Partnership (the "Declarant") and Stone Oak Communities of Mutual Amenities Homeowners Association, Inc. ("SOCOMA").

ARTICLE I – RECITALS

WHEREAS, the Declarant is the owner of the following lands and premises situated in San Antonio, Bexar County, Texas:

The "Property," as the term is used within this Declaration, shall refer to the 24.07 acres, more or less, out of the total 389.53-acre tract subject to Zoning Case No. Z2009076 ERZD, generally located at the west of US Highway 281, between Sonterra Boulevard and Evans Road, more specifically described as areas C(XI) and C(XXVIII) on the attached site plan that is the subject of Zoning Case No. Z2009076 ERZD in the City of San Antonio, Bexar County, Texas, all of which is eligible for development.

WHEREAS, the Declarant as the owner of the Property, has applied for a zoning change; and,

WHEREAS, SOCOMA represents owners of property in the Hills of Stone Oak, Stone Canyon and The Glen residential subdivisions located generally adjacent the north and west boundaries of the Property, and has been afforded an opportunity to comment upon the proposed zoning change prior to its adoption; and,

WHEREAS, SOCOMA has agreed to not oppose the zoning change request, subject to Declarant's agreement to have the Property subjected to certain use and site restrictions, and to provide for a defined plan of development; and,

WHEREAS, Declarant desires to accommodate the concerns of SOCOMA regarding use and site restrictions on the Property, and to obtain its agreement not to oppose the zoning change currently under consideration; and,

WHEREAS, this Declaration shall not apply to any portion of the Property developed for single-family residential development, as defined by the City of San Antonio Unified Development Code.

NOW, THEREFORE, Declarant does hereby make and impose on the Property the following conditions, covenants, and restrictions:

ARTICLE II – RESTRICTIONS

2.1 Restrictions on the Property

The Property shall be subject to the following restrictions:

- (a) Area C(XI). Area C(XI) shall be limited to land uses within development density categories O1, MF-25, R-5, R-6, and R-20 as defined in the City of San Antonio Unified Development Code.
- (b) Area C(XXVIII). Area C(XXVIII) shall be limited to land uses within development density categories C1, C2, O1, O1.5, MF-25, MF-33, and MF-40 as defined in the City of San Antonio Unified Development Code.
- (c) Hours of Operation. For any commercial (non-office) uses on the Property, no business may be open to the public prior to 5:30 a.m. or after 11:00 p.m. Monday through Sunday.
- (d) Expressly Prohibited Uses. The following uses are prohibited to be conducted on the Property:
 1. Fast food establishment;
 - a. The phrase “fast food establishment” shall be defined as a restaurant with a limited menu at which the food is cooked in bulk in advance and kept hot; finished and packaged to order; and is usually made ready to take off-premises (although minimal seating/table service may be provided). Examples of a fast food establishment include a “McDonald’s” or a “Taco Bell.”
 - b. Notwithstanding anything herein to the contrary, the phrase “fast food establishment” shall not be interpreted to prohibit a retail coffee operation, including but not limited to a “Starbucks” or similar retail coffee operation on the Property.
 2. Any business with a drive-through;
 - a. Notwithstanding anything herein to the contrary, drive-throughs shall be allowed on the Property in connection with banks, or drugstores/pharmacies.
 3. Drug abuse or drug treatment offices or centers;
 4. Nightclub or dance hall;
 5. Bar, pub, or tavern;

- a. Notwithstanding anything herein to the contrary, the terms "bar, pub, or tavern" shall not be interpreted to prohibit the sale of alcohol as part of a grocery store, drugstore/pharmacy, permitted restaurant or other food service establishment on the Property.
6. Liquor store;
7. Mini warehouse/self-service storage;
8. Vehicle fuel filling station;
9. Auto repair, or auto oil, lube, and tune-up;
10. Any "adult" or sexually-oriented business;
11. Pawn Shops, "Payday" loan shops, or similar businesses;
12. Day Labor or similar businesses; and,
13. Tattoo businesses.

Laboratory facilities directly attached to any medical or dental office shall be permitted on the Property. However, there shall not be located on the Property any laboratory or testing operations that are not directly connected with the medical or dental offices located on the Property. It is the intent of the Declarant that the medical and/or dental offices to be located on the Property be fully functional as offices, such that testing by tenants be permitted incident to the operation of their offices and in accordance with Clinical Laboratory Improvement Act (CLIA) regulations for performance of waived tests. The laboratory provisions permitted herein do not allow that type of use separate from an associated on-site practice.

- (e) Building Design. All buildings constructed on the Property must adhere to the requirements and restrictions governing appearance and design characteristics for the applicable zoning classifications as outlined in the Fourth Amendment to the Second Amended and Restated Stone Oak Master Plan, recorded in Volume 13310, Page 1092 of the Real Property Records of Bexar County, Texas (the "Stone Oak Master Plan"). Notwithstanding the foregoing or anything herein to the contrary, nothing in this Declaration shall be interpreted to require the prior review or approval of any improvement on the Property by SOCOMA or the Architectural Control Committee referenced in the Stone Oak Master Plan.
- (f) Masonry Requirements: The exterior walls of each building shall be composed of at least 75% (configured as a 3/4 wraparound) masonry or masonry veneer, said percentage to apply to the aggregate area of all exterior walls. Doors, windows and similar openings shall be included as contributing to the minimum masonry requirements. The minimum masonry requirement specified shall apply to only the lower floor of a multi-story building. The 3/4 wraparound configuration requires 100% masonry on the front wall and each adjacent side wall of a single-story building and the lower floor of a multi-story building. Masonry or masonry

veneer shall include stucco, brick or rock. Synthetic or prefabricated masonry and synthetic or prefabricated masonry veneers or panels are prohibited.

- (g) Roof requirements: No exposed roof surfaces on any structure or any secondary structures shall be of wood shingles or wood shakes. All surfaces shall be tile, metal, or asphalt shingles with a 20-year rating or higher.
- (h) Construction Requirements. No construction supplies or materials of any kind shall be placed or stored upon the Property except while construction activity is taking place on the Property. However, at no time may any construction supplies or materials be placed or stored in the Setback (as hereinafter defined). No outdoor construction shall occur before 7 a.m. or after 8 p.m. Monday through Friday, nor before 8 a.m. or after 7 p.m. on Saturday and at no time on Sunday or on City of San Antonio-recognized holidays. Notwithstanding anything herein to the contrary, such limitation on outdoor construction hours shall not apply to construction activities occurring on the inside of any structure. All outdoor construction shall minimize the amount of inhalable particulate matter produced by using the best commercial practices to comply with Texas Commission on Environmental Quality requirements while outdoor construction activities are taking place on the Property. Declarant, or any subsequent owner or other successor or assign, is responsible for providing security measures during construction.
- (i) Solar Panels. No solar panel may exceed the peak height of the structure on which it is mounted. Solar panels must be constructed with non-reflective surfaces or shielded such that no sunlight is reflected toward SOCOMA residences.
- (j) Exterior Stairway. Any stairwell constructed outside of the exterior walls of any office building shall be enclosed and hidden from view from the ground, the enclosure of which shall be constructed of material identical to the material used to construct the exterior of such office building. All other stairways must be physically located within the interior of such office building.
- (k) Building Height. In no event shall the maximum height of the permanent structure of any building on the Property exceed 1085 feet above mean sea level, as measured to the highest point of the roof top of such structure.
- (l) Setback. No building shall be constructed or placed within the Setback, as herein defined. The Setback is a 170 foot wide strip of land along the western boundary of the Property and is comprised of:
 - 1. a one hundred (100) foot wide City Public Service (CPS) easement (the "Easement") which is located on the westernmost portion of the Property adjacent to SOCOMA properties; and

2. an uninterrupted, contiguous seventy (70) foot wide strip of land (the "Roadway Area") which runs adjacent to and along the Easement.

The Easement may only be used as a temporary, secondary vehicular access point for construction on the Property. The Roadway Area may be used to provide primary construction access to the Property and as a permanent primary access road for the Property.

- (m) Native Vegetation & Landscape Barrier. Unless reasonably necessary for construction of the access road on the Roadway Area, no native vegetation within the Setback may be removed, including, but not limited to, any existing canopy trees, understory trees, and shrubs. Declarant agrees to augment such native vegetation by planting and maintaining a landscape barrier, to be located adjacent to the western boundary line of the Roadway Area for the length of any part of the access road that lies within fifty feet (50') of the eastern boundary of the Easement. The landscape barrier shall have the following landscaping: along each one hundred (100) lineal feet, two (2) canopy trees with a minimum trunk-diameter of three (3) inches as of the date of planting; two (2) understory trees with a minimum trunk-diameter of three (3) inches as of the date of planting; and, a combination of ten (10) large, medium, and small shrubs. Declarant, or any subsequent owner of all or a portion of the Property, shall be responsible for maintaining the landscape barrier.
- (n) Privacy Fence. Declarant shall construct a wooden privacy fence of no less than six (6) feet in height along any portion of the western boundary of the Easement that does not already have a privacy fence as of the date this document is executed (the "Fence"). The Fence shall generally match the composition and character of the existing privacy fences along the property line. The Fence shall be completed within thirty (30) days from the date a building permit is applied for on any portion of the Property.
- (o) Parking. There shall be no covered parking or carport erected or kept anywhere on the Property unless the covered parking or carport is associated with a drive-through facility allowed herein, or is solely for the use of the occupants of any residential structure and otherwise complies with all development standards for such covered parking or carport use applicable to the Property. No trailer, camper, recreational vehicle, boat or mobile home shall be kept or stored on any portion of the Property developed for non-residential use once a Certificate of Occupancy is issued by the City of San Antonio for such portion of the Property.
- (p) Tree Preservation. Upon submittal of a Building Permit Application to the City of San Antonio for the Property, or a portion thereof, Declarant shall construct all improvements encompassed by such Building Permit Application in a manner that complies with the applicable City of San Antonio Tree Preservation Ordinance.

- (q) Storm-water Management. Upon submittal of a Building Permit Application to the City of San Antonio for the Property, or a portion thereof, Declarant shall construct all improvements encompassed by such Building Permit Application in a manner that complies with the applicable City of San Antonio Storm-water Management Ordinance and the applicable regulations of the Texas Commission on Environmental Quality. Any retention pond constructed or placed on the Property shall have a solid enclosure or vegetative screening around its perimeter.
- (r) Trash Receptacle Location and Enclosure. Declarant shall not place any dumpster or trash receptacle within 200 feet of the western boundary line of the Property. Declarant shall use its best efforts to limit the hours of waste management and removal of the centralized dumpster or trash receptacle areas to within the hours of 7:00 a.m. and 7:00 p.m.
- (s) Lighting. Declarant shall construct all improvements on the Property in a manner that complies with the City of San Antonio Camp Bullis Military Overlay District ("MLOD"), and to the extent not already required by the MLOD, in a manner that directs all lighting downward and away from the western boundary of the Property.
- (t) Signage. All signage constructed on the Property must adhere to the requirements and restrictions governing signage design and dimension for the applicable zoning classification as outlined in the Stone Oak Master Plan. Notwithstanding anything herein to the contrary, nothing in this Declaration shall be interpreted to require the prior review or approval of any improvement on the Property by SOCOMA or the Architectural Control Committee referenced in the Stone Oak Master Plan.
- (u) Power Poles. Declarant shall attempt to limit utility power poles on the Property to those that already exist as of the date this document is executed.
- (v) Outdoor Equipment. To the extent reasonably possible, air conditioning equipment shall be screened from view from the ground with landscaping or a solid enclosure. To the extent reasonably possible, the use of exterior speakers, horns, bells, whistles or other sound-emitting devices on the Property shall be limited to within the hours of 7:00 a.m. and 7:00 p.m.
- (w) Satellite Dishes and Antennas. No satellite dish or antenna larger than three (3) feet in diameter shall be permitted on the exterior of the Property, unless such satellite dish or antenna is screened from view from the ground by landscaping or a solid enclosure. ~~No cellular phone tower or aerial antenna shall be constructed or erected on the Property for any purpose.~~

2.2 Non-Applicability of Restrictions on Certain Property

Notwithstanding any other provision of this Declaration to the contrary, none of the provisions or restrictions contained herein shall apply to that portion or portions of the Property

developed for single-family residential development, as such is defined in the City of San Antonio's Unified Development Code.

2.3 Recording

Declarant agrees to record this Declaration no later than thirty days following issuance of an ordinance by the City of San Antonio amending the zoning of the Property, as referenced in the Recitals above.

2.4 Duration

The covenants and restrictions set forth above shall be effective for fifty (50) years from the date this document is recorded unless amended or terminated by the written agreement of the then current owners of the Property and the then-existing Board of Directors of SOCOMA. Upon the expiration of the covenants and restrictions as set forth herein, such covenants and restrictions shall be of no further force or effect without the need for further action by any party.

2.5 Default and Enforcement

Failure by Declarant, any owner of any portion of the Property, any tenant of any portion of the Property, or their respective affiliates, heirs, successors and assigns, to observe or perform any of the conditions, covenants, or restrictions set forth above within sixty (60) days after the issuance of a written notice by SOCOMA, acting by and through its Board of Directors, specifying the nature of the default claimed, shall constitute a default hereunder; provided, however, that if such condition is of a nature that it cannot be corrected within sixty (60) days of such notice, then the Declarant shall not be in default so long as it actively commences such cure within forty-five (45) days after receiving such notice and diligently pursues such cure through completion. Any notice required under this section shall be deemed given upon the date of the earlier to occur of actual receipt by the receiving party or, if the notice is sent via certified mail, the date the notice is deposited with the United States Postal Service.

Declarant and SOCOMA, acting by and through its Board of Directors, acting either jointly or independently, may bring a legal proceeding at law or in equity against the person or persons in default of this Declaration, in which case the prevailing party in any such action shall be entitled to recover injunctive relief, actual monetary damages, and reasonable and necessary attorney's fees and expenses. Notwithstanding anything herein to the contrary, upon conveyance of fee title to the Property by Declarant such that Declarant no longer owns an interest in the Property, or a portion thereof, Declarant shall have no further liability hereunder with respect to events of default arising or occurring following such conveyance.

2.6 Severability

If any portion of these protective covenants shall be found to be invalid or unenforceable, that invalidity or unenforceability shall be restricted to said part, and shall not affect the remainder.

2.7 Amendment

The above and foregoing restrictions may be amended only by the written agreement of all of the then current owners of the Property or portion thereof seeking such amendment, and by SOCOMA acting by and through its then-current Board of Directors.

ARTICLE III - COVENANTS TO RUN WITH THE LAND

The foregoing are covenants running with the land, and they shall be binding upon Declarant, its successors, assigns, devisees, representatives, lessees, and other parties taking by, through, or under Declarant.

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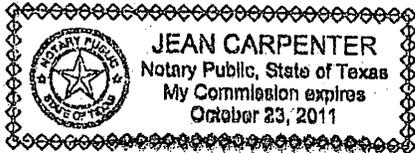
IN WITNESS WHEREOF, this Declaration is executed this 30 day of Sept 2009.

STEUBING RANCH LTD. PARTNERSHIP,
A Texas limited Partnership, acting by and through
its General Partner

By: Darlene Steubing Dague
Title: General Partner

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 30 day of Sept 2009, by Darlene Dague, as the duly authorized agent for Steubing Ranch Ltd. Partnership, a Texas limited partnership.



Jean Carpenter
Notary Public, State of Texas

SOCOMA HOMEOWNERS ASSOCIATION, INC.,

By: Harold William Nelly
Title: President, SOCOMA HOA

New Mexico
STATE OF ~~TEXAS~~ §
Bernalillo §
COUNTY OF ~~BEXAR~~ §

This instrument was acknowledged before me on the 28th day of Aug^{SEP}, 2009,
by Harold William Nelly as the duly authorized agent for SOCOMA Homeowners
Association, Inc.

Maria Hernandez
Notary Public, State of ~~Texas~~ New Mexico



9/28/09

AFTER RECORDING RETURN TO:

Brown & Ortiz, P.C.

c/o Daniel Ortiz

112 E. Pecan #1360

San Antonio, Texas 78205

Kestrel

Development LLC

October 14, 2009

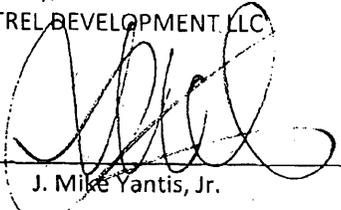
Ms. Elisa Chan
Councilwoman, District 9
City of San Antonio
P.O. Box 839966
San Antonio, TX 78283-3966

Re: **Memorandum of Understanding** Related to the 389.53 Acre Steubing Ranch Project (City of San Antonio Zoning Case No. Z2009076 ERZD)

Dear Councilwoman Chan:

The purpose of this correspondence is to commit to writing our intentions related to the subject infrastructure improvements. As you are aware, the completion of the subject Hardy Oak Boulevard and Huebner Road infrastructure improvements is essential to the proposed commercial development within the Steubing Ranch project. At this time and for the purposes of easing traffic within the Steubing Ranch project, it is the developer's intent to construct the required Huebner Road infrastructure (in accordance with the normal development process as outlined in the City of San Antonio's Unified Development Code) from the western edge of the subject property to Hardy Oak Boulevard prior to the opening of any commercial business. It is our intent to enter into an agreement with the Steubing Family to develop the Steubing Ranch project which includes the Huebner Road infrastructure.

Sincerely,
KESTREL DEVELOPMENT LLC

By: 

J. Mike Yantis, Jr.

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