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**FATCO-SA**



**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**FOR**

**CRESTA BELLA COMMERCIAL**

THIS IS A COMPREHENSIVE LEGAL DOCUMENT, WHICH PROVIDES FOR THE IMPOSITION OF MANDATORY PROPERTY OWNER ASSESSMENTS. THIS DECLARATION IS BINDING UPON ALL FUTURE OWNERS IN THIS SUBDIVISION.



## **DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS**

KNOW ALL MEN by these presents that **242 CRESTA BELLA, LTD.**, a Texas limited partnership, **70 ACRE CRESTA BELLA VENTURE, LLC**, a Texas limited liability company, and **BP HWY 10 SAN ANTONIO, LTD.**, a Texas limited partnership,, acting by and through duly authorized persons, ("Owners"), being the sole owners of that certain land (the "Property") described as follows:

All that certain 191.296 acres, more or less, in Bexar County, Texas, and more particularly described on Exhibit A, attached hereto and incorporated herein,

and desiring to establish and carry out a uniform plan for the use, occupancy, ownership and improvement of all of the Property for the benefit of the present and future owners of parcels existing or to be platted on the Property, Owners do hereby declare, establish and adopt certain reservations, restrictions, conditions, protective covenants and easements (hereinafter collectively referred to as "Restrictions"), which shall be applicable to the use, occupancy, ownership and improvement of all Property and every contract, conveyance or other transfer of title hereafter executed with respect to any portion of the Property shall conclusively be held to have been executed, delivered and accepted subject to the following Restrictions and this Declaration, regardless of whether or not said Restrictions and Declaration are set out in full or are incorporated by reference in said contract, conveyance or other transfer of title.

The term "Declarant" as used herein shall mean BP HWY 10 SAN ANTONIO, LTD., a Texas limited partnership, and their successors and assigns; any assignment must be in writing.

The terms "commercial lot" and "lot" as used herein shall include all lots platted or to be platted on the above-described property except any lot or land that may be owned or acquired by the Association which lots and land shall be deemed Common Area for so long as such lot or land is owned by the Association. Any Common Area shall not be subject to the restrictions except as provided in Article 16 herein. The term "parcel" shall mean a lot, a commercial lot, or a portion of the Property that is described by metes and bounds prior to platting.

CRESTA BELLA COMMERCIAL ASSOCIATION, INC., a Texas Corporation has been or will be caused to be incorporated under the laws of the State of Texas as a non-profit corporation for the purpose of implementing this Declaration and managing the affairs of the property described herein, as a nonresidential development in Bexar County, Texas, and other such real property as may be annexed thereto and become subject to the jurisdiction of said association, and for such other purposes provided in this Declaration.

## ARTICLE 1. LAND USE AND BUILDING TYPE

1.1 The Property subject to these Restrictions shall be used only for condominium multifamily and such businesses and improvements as provided by the City of San Antonio zoning ordinances in effect on the first day of December, 2006. No business may be operated which is classified as a sexually oriented business, night club, dance hall, bar or tavern (alcohol sales in restaurants are limited to a maximum of 75% of total sales), mini-storage, mini-warehouse, auto and vehicle sales, auto inspection station, auto tint installation, auto oil and lube services, tattoo parlor (permanent makeup services are not restricted when associated with spa, beauty service shops, or as administered by medical professionals), massage parlor (massage services are not restricted when associated with spa, beauty service shops, or as administered by medical professionals), body piercing shop (ear piercing services are not restricted when an accessory service within jewelry or other retail sales), billiard hall, pool hall, home improvement center, Wal-mart department store, bingo parlor, indoor or outdoor flea market, service station, or automobile repair shop. Each owner of any portion of the Property subject to these restrictions shall be deemed to have covenanted and agreed by acceptance of a contract, conveyance or other transfer of title covering such parcel that such owner will not apply for a permit to erect, place, alter, or add to any structure on any parcel other than as specified and permitted herein.

## ARTICLE 2. ARCHITECTURAL CONTROL

2.1 No building or improvement of any character shall be erected, placed, added to or altered on any parcel affected hereby until the building plans, specifications and a site plan showing the location of the proposed structure or structures, pavement, fences, sidewalks and landscape have been submitted to and approved by the hereinafter named Architectural Control Committee ("Committee") for the Association as being in compliance with these restrictions as to use, quality of workmanship and materials, nature of materials, harmony of external design and external colors with existing and proposed structures, and location of improvements with respect to topography, finished grade elevation, parcel boundary lines and building lines, and within the scheme and design of Declarant.

2.2 The plans and other documents to be submitted to the hereinafter named Architectural Control Committee for the Association, as above set forth, shall be submitted for approval prior to commencing the erection, placement, addition to or alteration of any such improvements on any parcel. In the event the Committee fails to approve or disapprove such plans and documents in writing within thirty (30) days after receipt of the request by the Committee for approval, such plans and documents shall be deemed approved in so far as the requested improvement is not otherwise prohibited by the covenants and this requirement of these restrictions shall be considered as failure to reject the requested plan SHALL NOT BE DEEMED A WAIVER OF ANY COVENANT

CONTAINED HEREIN AND THE REQUESTING PARTY MUST COMPLY WITH ALL THESE COVENANTS OTHERWISE. Buildings containing not more than 150,000 square feet of gross rentable area, construction, once approved, must be commenced within six (6) months of approval and the exterior facade, landscape and driveways must be completed within one (1) year of commencement and completion of interiors must be diligently pursued; if the construction is not commenced and completed timely, the approval granted will be void. For buildings in excess of 150,000 square feet of gross rentable area, the requesting party shall include a construction schedule, showing both commencement dates and the anticipated number of months to complete the construction; if construction is not commenced by the 90th day shown as commencement on the construction schedule, the Architectural Control Committee approval shall lapse and no construction shall commence until subsequent approval by the Architectural Control Committee. Once construction is commenced, completion must be diligently pursued. If the landscape, improvement exterior and/or driveways are not completed within the allotted construction period, the Association shall have the right, power and authority, but not the obligation, to enter upon the property and complete the exterior of the improvements, landscape, and driveways, and/or screen the incomplete improvements the costs of which shall be paid by the property owner and secured by a lien upon the property, which lien shall be subordinate to property purchase and improvement liens in place prior to the date that the Association first entered upon the property for the purpose of completing the exterior, landscape, driveways and/or screening. The Association shall have authority to complete the exterior, landscape and driveways as the Association may deem appropriate, not necessarily in accordance with the approved plans and specifications. The thirty (30) day plan review period begins when the plans, specifications and site plan are received by the Committee; thereafter any denial must be deposited in the mail, postage prepaid within thirty (30) days. If the person requesting approval by the Committee provides a facsimile number, approval or denial of the request may be delivered by facsimile.

2.3 During the period that Declarant owns any parcel, the Architectural Control Committee for approval or disapproval of the erection, placement, additional or alteration of buildings, landscape and other improvements shall be composed of David Parkerson, Danny Yoo and Brett Lum. In the event of resignation or removal of any member of the Architectural Control Committee, while Declarant owns any portion of the Property, Declarant shall appoint a successor to fill the vacancy on the committee. Declarant may, at Declarant's sole choice, assign Declarant's right to appoint members to the Architectural Control Committee created in this Article 2 to the Board of Directors of the Association or to a successor Declarant. If Declarant assigns its right to appoint members of the Architectural Control Committee, the Architectural Control Committee may be increased to five members. The person or entity empowered to appoint members to the Architectural Control Committee are also empowered to remove and replace members of the Architectural Control Committee.

2.4 The Architectural Control Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be vague, indefinite, uncertain or capable of more than one construction. The Architectural Control Committee shall have the

authority to determine and publish reasonable standards for materials, colors and design for improvements, from time to time, as the Architectural Control Committee see fit. The Committee shall have the authority to designate one or more members of the Committee to respond on behalf of the entire Committee.

2.5 Members of said Committee and their representatives shall not be liable to any person subject to or possessing or claiming the benefits of the restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts or failure to act hereunder, it being understood and agreed that any remedy be restricted to injunctive relief and no other. The members of the Architectural Control Committee shall not be entitled to any compensation for services rendered pursuant to this covenant. The Architectural Control Committee and its members do not represent or warrant that any approved construction meets any building standard, will increase the value of any property, or will cause no harm to neighboring properties. All improvements are constructed at the sole risk of the property owner.

2.6 If the Architectural Control Committee shall determine that the complexity of a request for architectural approval so warrants, the Architectural Control Committee may retain an architect and/or engineer for assistance and advice; in this event, the reasonable costs of such architect and/or engineer shall be paid by the party requesting architectural approval.

2.7 The initial mailing address of the Committee is 5953 Dallas Parkway, Suite 200-B Plano, Texas 75093. The mailing address may be changed by recording notice of change of address in the Official Public Records of Real Property in Bexar County, Texas.

### ARTICLE 3. SIZE, NATURE AND MATERIALS

3.1 The size and nature of each structure shall be limited to the provisions of the City of San Antonio zoning ordinances in effect on December 1, 2006. No property owner may request a zoning change without first obtaining approval to do so by the Board of Directors of Cresta Bella Master Association, Inc. From time to time, the Architectural Control Committee may publish a memorandum of approved materials and colors that are deemed acceptable to the Committee for use within the real property subject to this Declaration.

3.2 All structures shall be of masonry exteriors, exclusive of doors, windows and other openings. No concrete brick or gray tones may be used, except natural stone. As used herein the term "masonry" shall include clay brick, natural stone, and stucco, but shall not include fiber-cement, except that fiber-cement may be used in breezeway and patio areas of apartment buildings and condominiums. Trim, overhangs and soffets may be constructed of wood, or other materials that may be approved by the ACC, in accordance with standards it may publish from time to time. All exteriors shall be earth tones, pastels or colors existing in natural stone utilized on the property. Windows that are not clear glass must be of a tint or color as the Architectural Control Committee may

approve. All HVAC equipment must be concealed from view from the residential area of the Cresta Bella development, being the property described in Exhibit C, attached hereto and incorporated herein, from every public street or roadway located within the Property and from Interstate Highway 10. All dumpsters and other storage areas must be concealed from view from the residential area of the Cresta Bella development and from public and private roadways; the Architectural Control Committee shall have authority to direct the location of dumpsters and storage areas.

3.3 Visible roofing materials shall be either slate, concrete tile, clay tile of like color, or dull finish standing seam metal of color approved by the Architectural Control Committee. With the consent of Cresta Bella Master Association, the Architectural Control Committee shall have the discretion to approve other roof treatments and materials if the Architectural Control Committee finds that such approval will not diminish the appearance of the general development and will not be unharmonious with other construction located within the Property. If HVAC and other equipment is placed on roofs, such installations shall be screened so they will not be visible from structures constructed on that property described in Exhibit C or from the second or lower floor levels of buildings constructed on the real property described in Exhibit A.

3.4 All driveway entrances shall be of concrete. Driveways and sidewalks shall comply with the ordinances of the City of San Antonio and the Americans With Disabilities Act.

3.5 Unless otherwise approved by the Architectural Control Committee, fences shall be of iron, stone and/or stucco to match any perimeter fence or dividing fence constructed by Declarant.

3.6 No lighting may be directed in such manner that it intrudes upon the Cresta Bella residential development, described in Exhibit C.

#### ARTICLE 4. LOCATION OF BUILDINGS AND IMPROVEMENTS

4.1 No structure or improvement of any kind shall be placed between the front set back line and the front property line except approved driveways, landscape materials and landscape related improvements as may be approved by the Architectural Control Committee in its sole discretion. No structure or improvement of any kind shall be placed between the front property line (or side property line on corner parcels) and the curb. Notwithstanding the foregoing, the Architectural Control Committee may, but is not obligated to, approve mailboxes and lighting in the area between the parcel boundaries and the curb, and, provided approval by Cresta Bella Master Association, Inc. for the making of a request of a variance or zoning change has been given, parking will be allowed within the set back line upon approval of the governing political body.

4.2 The Architectural Control Committee shall have the power to waive the set back line requirements as a predicate to Architectural Control Committee approval upon a finding by the committee that such waiver will not have a substantial detrimental effect

upon the subdivision and that there is sufficient need for such waiver. Such waiver shall not alleviate the requirements of any building code or governmental regulation, shall be applied to each specific situation and shall not be deemed a waiver of any fixture enforcement. No waiver shall be effective unless the appropriate governmental authority approves an applicable variance.

#### ARTICLE 5. DRAINAGE

5.1 Each owner shall maintain the original drainage design and construction of drainage on such owner's portion of the Property. The original drainage design and construction shall not be altered without prior approval by the Architectural Control Committee; also during the first ten (10) years of the existence of each parcel, no approval for alteration of the drainage design or construction of any parcel shall be effective unless Declarant has given its written approval of such change. Declarant shall have no liability of any kind for its approval or rejection of any request for alteration of drainage. The owner of the parcel upon which drainage is altered shall have the sole responsibility for any damages arising therefrom. No landscape plan or design, which would have the effect of altering the drainage of any individual parcel from the approved Master Drainage Plan dated prior to 2008 may be approved. Each property owner is solely responsible for changes to the drainage upon each owner's property, including but not limited to damages to such owner's property and surrounding properties. Each property owner is responsible for accepting and conveying the developed and undetained drainage from the upstream property across such owner's property as shown on the Master Drainage Plan, as approved prior to 2008, and for providing drainage easements as may be necessary at the time of plat of the owner's property and the time of plat of the upstream owner's property.

#### ARTICLE 6. UTILITY AND DRAINAGE EASEMENTS

6.1 All easements for utilities and drainage shall be kept clear of improvements or structures of any kind and no trees, shrubs, berms or other obstructions may be placed upon such easements in such a manner as would in any way limit the intended use of the easements. In this regard, neither the Declarant, nor the hereinafter named Association, nor any utility company or drainage authority using said easements shall be liable for any damage done to shrubbery, trees, flowers, or other property which is located within the area covered by said easements. It is understood that the development process for the subject property may result in the relocation of easements, the abandonment of easements and the creation of additional easements; in such event, approved improvements and structures, trees, shrubs, berms and other obstructions may be placed in those areas that formerly were easements but are no longer burdened by easements.

#### ARTICLE 7. PROHIBITED STRUCTURES

7.1 No single family residential structure shall be constructed on the Property. Except where preempted by federal or state law or regulation, no antenna of any kind may be placed, kept or maintained on any parcel except (a) a "wire" or "tube" antenna

for receiving usual and ordinary AM-FM radio and television signals, which antenna must be concealed from general view, and (b) "dish" or "satellite" receiver, of not greater than one (1) meter in diameter, to be installed only on the side or back of the primary structure, not to exceed the height of the tallest part of the structure, unless such location will not allow adequate reception of electronic signals or will cause unreasonable additional cost or delay. No broadcast antenna or antenna used for output devices may be placed outside any structure. Without limiting the foregoing limitations, no portable building, tent, shed, barn, basketball goals or other portable structure of any nature shall be placed on any parcel without approval by the Architectural Control Committee; provided, however, that a temporary office, flag poles, signs and work-shed may be placed upon the Property during construction of the building or buildings, without such approval for use in connection with the erection, but such temporary office, and work-shed shall be removed at completion of the erection of the building. No such permitted temporary structure shall be used for residential purposes. No overhead utility service lines will be permitted on the Property or adjacent rights-of-way, except that which exists along Interstate Highway 10 at the Property, or as shown on the Plat of Cresta Bella Unit 12B, recorded under Document No. 20080236626, Plat Records of Bexar County, Texas.

#### ARTICLE 8. PROHIBITED ACTIVITIES

9.1 No noxious or offensive activity of any kind which may constitute or become an annoyance or nuisance within the Property shall be permitted, nor shall any illegal activity be permitted. No activity intended as a harassment of any owner shall be allowed. Violation of any order of the State of Texas, any state agency, or political subdivision, or any municipal ordinance, state law or federal law shall be deemed a nuisance and subject to enforcement as provided herein.

9.2 In the interest of public safety, streets and roadways shall not be used as storage, parking, playgrounds or recreational areas.

9.3 Except for locations within one hundred (100) feet of the right-of-way of Interstate Highway 10, deliveries shall be limited to the hours of 6:00 a.m. to 9:00 p.m. on Monday through Saturday and the hours of 9:00 a.m. to 9:00 p.m. on Sundays.

#### ARTICLE 9. MINING AND MINERAL OPERATIONS

9.1 No oil, gas or water wells or drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted on any parcel. The foregoing notwithstanding, Cresta Bella Master Association, Inc. may, if not prohibited by regulatory authorities, drill a replacement or additional water well to serve its Common Area.

## ARTICLE 10. GARBAGE AND OTHER WASTE

10.1 No portion of the Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and such substances shall not be kept or stored upon the Property, except as may be kept temporarily for purposes of ordinary waste collection. All such waste substances being kept on a parcel pending collection thereof shall be kept in closed sanitary containers with closed tops or lids. Any such containers shall be screened from general view. The temporary location of such containers pending collection, and the period of time such containers or bags may be situated at such temporary location shall all be subject to the approval of the hereinafter named Architectural Control Committee. All containers, bags, or other equipment for the storage or disposal of such waste substances shall be kept in a clean and sanitary condition. All waste containers shall be maintained in compliance with rules established by the Board of Directors, all applicable ordinances, rules and regulations. Each property owner shall be responsible for the timely removal of all garbage and waste from such owner's property. Solid waste containers (dumpsters) shall be concealed from public view.

## ARTICLE 11. TRAFFIC SIGHT BARRIERS

11.1 No shrub, tree, object or thing which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner within the triangular area formed by the street property lines of such property and a line connecting such property lines at point located on each said street property lines at a distance of twenty-five (25) feet from the point where such lines intersect or would intersect if extended; nor shall any such obstruction be placed or permitted to remain on any parcel within the triangular area formed by the street property line of such parcel, the edge line of any driveway or alley pavement, and a line connecting said lines at points located on each of said lines at a distance often (10) feet from the point at which said lines intersect or would intersect if extended.

## ARTICLE 12. CUTTING WEEDS OR GRASS AND REMOVAL OF TRASH

12.1 The owners and occupants of each parcel shall at all times keep all weeds or grass thereon cut or trimmed in a reasonable neat manner, and shall in no event permit an accumulation of garbage, trash, rubbish or other waste of any kind to remain thereon and shall keep and maintain adequate ground cover to protect against soil erosion. The owner and occupants of each parcel shall at all times maintain the area between their property lines and curbs, keep the curb lines and gutter lines, along the streets adjoining their property lines, free of grass, weeds and overgrowth.

## ARTICLE 13. SIGNS OR BILLBOARDS

13.1 No sign of any kind shall be placed or allowed to remain on any private street, public street, or right-of-way. The Architectural Control Committee shall create

standards of design and color for all signage. Signage shall be of uniform color and design unless the Architectural Control Committee approves a variance in color and design, after a finding that such variance will not have a detrimental effect upon the Property. No variance will be effective unless the Architectural Control Committee for Cresta Bella Master Association, Inc. also approves the variance. However no sign with flashing lights or flashing neon will be allowed, and no sign lighting shall intrude into the residential portion of the Property.

#### ARTICLE 14. MISCELLANEOUS VEHICLES AND EQUIPMENT

14.1 No automobile, truck, camper, motor home, mobile home, boat or other vehicle, trailer, machinery or equipment of any kind shall ever be parked on any parcel or on any street right-of-way, easement or common area adjacent to any parcel, except as approved, on a temporary basis during the construction of buildings, by the Board of Directors of the hereinafter named Association, nor shall any such object be left parked or stored on any parcel or on any adjacent street right-of-way, easement or common area. No disabled or inoperable motor vehicle or trailer may be stored on any property unless such vehicle or trailer is in an enclosed garage. Except in condominium and rental apartment areas, no motor vehicle, boat or recreational trailer shall be stored or parked for more than forty-eight (48) consecutive hours, unless parked inside a parking garage.

14.2 Without limiting the foregoing, it shall be presumed that any vehicle that does not have attached a current license plate and current safety inspection sticker (if required by statute) or has one or more flat tires, or is otherwise disabled or partially disassembled, is a vehicle stored in violation of this Article 14. The Association shall have the right, but not the requirement, to remove any vehicle that is prohibited.

14.3 Commercial vehicles shall be parked only on the property upon which the operation of the respective business is located and shall be located behind buildings or out of view of public thoroughfares unless other parking is approved by the Architectural Control Committee.

#### ARTICLE 15. MAINTENANCE OF PARCELS

15.1 All building, fences, walls and other approved structures must be kept in a reasonable good state of painting and repair, and must be maintained at the cost of the parcel owner so as not to become unsightly.

15.2 In addition to rights, powers and remedies granted by law, in the event of default on the part of the owner or occupant of any parcel in observing the requirements set out in Articles 1 through 14 above, or any of them, and the continuation of such default after ten (10) days written notice from the hereinafter named Association of the existence of such default, said Association, upon approval by the Board of Directors, may enter upon said parcel through its agents, without liability to the owner or occupant in

trespass or otherwise, and cause to be done any work or other thing necessary to secure compliance with these Restrictions, and may charge the owner or occupant of such parcel for the cost of any such work or thing. The owner or occupant of each parcel agrees, by the purchase or occupation of the parcel, to reimburse the Association immediately upon receipt of a statement covering the cost of any such work or thing. In the event of failure to pay such statement, the amount thereof and any attorney fees and court costs added to the annual assessment by the Association against such parcel and become a charge thereon and be collected in the same manner as the regular annual assessment provided for in these Restrictions.

#### ARTICLE 16. MAINTENANCE ASSOCIATION. ANNUAL ASSESSMENTS. SPECIAL ASSESSMENTS AND VOTING

16.1 Declarant shall cause or has caused to be organized under the laws of the State of Texas a non-profit corporation named CRESTA BELLA COMMERCIAL ASSOCIATION, INC., (herein sometimes referred to as the "Association"), which organization shall have the power of (1) assessing and collecting the annual assessment specified herein, (2) managing Association funds and arranging for the performance of the services contemplated and making payment therefore, out of said funds, (3) the establishment and enforcement of rules and regulations affecting the operation, use and enjoyment of common area facilities, (4) for acquisition and use of personal property, (5) for collection of special assessments, (6) for maintenance of rights-of-way within, or adjacent to the Property, and (7) the general operation of the business of the Association. In this regard, said Association shall have all the powers granted by the Texas Business Organizations Code.

16.2 Each owner of a portion of the Property shall have one vote per square foot of gross rentable area, above the second floor, plus one vote per square foot of land owned and not encumbered by flood plain. The annual assessment and all special assessments shall be charged against each member by dividing the total assessment by the number of votes applicable to assessable property (excluding all common area and rights of way) and multiplying the result by the number of votes held by each respective member.

16.3 Each parcel in the afore-described Property is hereby made subject to an annual assessment for creating a maintenance and improvement fund, funds to operate and manage the Association authorized herein, and one or more reserve funds. In the month of November, each year, the Board of Directors shall determine a budget for the next fiscal year (January 1 through December 31); the annual assessment shall be equal to the amount necessary to fund the approved budget. If the Board of Directors fails to establish a budget as provided, the annual assessment shall be equal to the annual assessment for the previous fiscal year. Such annual assessment shall commence on the 1<sup>ST</sup> day of January, 2009 and paid annually thereafter. The initial assessment period shall be the remaining portion of the particular calendar year of the initial assessment. Thereafter, the maintenance charge shall be assessed annually against each parcel as of

January 1st of each succeeding calendar year to cover the full calendar year commencing with the particular assessment date and may be collected quarterly, semi-annually or annually as determined, from time to time, by the Board of Directors.. A statement reflecting the amount of the assessment with respect to each parcel shall be mailed or otherwise delivered to each parcel owner as soon as practical after each assessment date. The amount of each assessment shall be paid by the owner of each parcel (or the holder of the mortgage on such parcel, if applicable) to the Association in advance on January 1, each year, or within fifteen (15) days after the statement covering such assessment has been mailed or otherwise delivered to the parcel owner (or the holder of the mortgage on such parcel, if applicable), whichever last occurs. Any assessment assessed hereunder and not paid when due shall bear interest from the date due until paid at the rate of ten percent (10%) per annum.

16.4 In recognition of the possibility that it may be desirable that the Association be able to levy a special assessment from time to time by action of the Board of Directors of the Association for the purpose of defraying all or part of the cost of any construction, repair or replacement of capital improvements upon any common area currently owned or which may be, annexed hereunder and which is dedicated for the use and benefit of the members of the Association (including fixtures and personal property related thereto), the following described procedure is hereby established for imposing any special assessment for such capital improvements, to-wit:

(1) A special meeting of all members of the Association shall be called in accordance with all regular requirements for a special meeting of the members, provided that written notice of any such meeting shall be given to all members specifying that the purpose of the meeting is to vote on a proposed special assessment for defraying the cost of proposed capital improvements (which are to be generally described in the notice), and further provided that such notice shall be sent to all members not less than thirty (30) days nor more than sixty (60) days prior to the date of such meeting.

(2) The first special meeting of the members called for the purpose of approving the levy of a particular special assessment shall require the presence at the meeting (either in person or by proxy) of members entitled to cast at least fifty-one percent (51%) of all votes of the membership of the Association in order to constitute a quorum for valid action. If the required quorum is not present at such first called meeting, another special meeting may be called with respect to that particular special assessment, subject to the same notice requirement and the required quorum shall be fifty percent (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

16.4 At least fifty-one percent (51%) of a valid quorum of votes of the membership represented at the meeting (either in person or by proxy) must have voted in favor of any special assessment for capital improvements before such special assessment will be effective.

16.5 The services or things which may be furnished and paid for by the Association out of the maintenance fund include the assessment by Cresta Bella Master Association, Inc., operations of common area property, if any, for recreational or other purposes and the construction, installation, operation, maintenance, repair and replacement of any facilities or improvements placed thereon (subject to the limitations herein set forth with respect to expenditures for such purposes), street lighting, trash removal, fire, police and security patrol services, installing, maintaining, and replacing shrubbery, plants, grass, trees, monuments, whether located within the Property (Cresta Bella Commercial) other properties annexed into the Association or located on rights-of-way at the entrance of the Property (Cresta Bella Commercial), other properties annexed into the Association and other landscaping or decorative improvements on any common area, easement granted for benefit of the Association, or any neighboring rights-of-way, fogging for insect control, paying legal and other expenses for the enforcement of the provisions of these Restrictions, paying all taxes assessed against the Association's property, and any and all other services or things which the Board of Directors shall deem necessary or desirable for the maintenance and improvement of the aforementioned subdivision, it being expressly provided that the Association shall not be limited to the particular items set forth above, nor shall the Association be required to furnish and pay for any of said particular items. Also, the Association shall be under no obligation to continue to furnish and pay for any particular service or thing after the commencement thereof. The Association shall provide liability insurance for all directors and shall indemnify officers and directors for all uninsured losses relating to acts as directors except criminal acts.

16.6 The proceeds of the annual assessment provided for herein may be used to reimburse Declarant, or its successors in interest, for any capital expenditure incurred by Declarant in the construction of or other improvements of common area recreational facilities, monuments or landscape, if any, situated within or outside the boundaries of the subdivision.

16.7 Should additional common area be acquired, each parcel owner shall have a right and easement of enjoyment in and to any common area which may be subsequently acquired or annexed to the aforementioned subdivision and dedicated for the use and enjoyment of the members of the Association, which right and easement shall be appurtenant to and shall pass with the title to each parcel, subject to the following:

(a) the right of the Association to establish reasonable rules and regulations covering the use of the common area and any recreational facility situated upon the common area;

(b) the right of the Association to suspend a member's voting rights and rights to the use of the common area and any recreational facilities thereon for a period of time during which any fees or assessments against such member's parcel remains

unpaid, and to suspend such rights for a period not to exceed 60 days for any infraction of the Association's published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the common area or any common area facilities to any public agency or authority having the same or similar purposes as the association, subject to such conditions as may be reserved in the dedication or transfer. No such dedication or transfer shall be effective unless an instrument approving such dedication or transfer has been signed by property owners who hold at least sixty-seven percent (67%) of the total votes and has been recorded; and

(d) the right of any parcel owner to delegate his or her right and easement of enjoyment in and to the common area and common area facilities to tenants, or contract purchasers of the property, in accordance with the By-Laws of the Association.

(e) however, in the Common Area, no fishing, wading, swimming or boating activities are allowed.

16.8 A lien is hereby established on the Property subject to these restrictions to secure the payment of annual assessment established hereby, and all present and subsequent owners of said Property should convey such parcels with an appropriate reference to the recordation of these restrictions in the Official Public Records of Real Property of Bexar County, Texas, together with a recitation that said lien has been retained against each parcel for the benefit of the Association. The owner or owners of any parcel subject to these restrictions shall be deemed to have covenanted and agreed to pay the aforesaid annual assessment by acceptance of a conveyance or other transfer of title to such parcel, even though the reference and recitation referred to above is not made. The address for mailing documents to the Association is 5953 Dallas Parkway, Suite 200-B, Plano, Texas, 75093, and may be changed by recording of notice in the Official Public Records of Real Property in Bexar County, Texas.

16.9 The aforesaid lien shall secure payment of the maintenance charge and all past-due interest which may accrue thereon, together with all reasonable expenses, costs, and attorney's fees which may be incurred in connection with the collection thereof Said lien shall run with the land and be a continuing charge on the land assessed, and shall also be a personal obligation of the owner(s) of each parcel.

16.10 Every person or entity owning of record either the entire fee title or any undivided interest in the fee title to any parcel situated within the Property, or in any other area duly annexed thereto and brought under the jurisdiction of the Association as hereinafter provided, shall be a member of such corporation. The foregoing is not intended to include persons or entities holding an interest in a parcel merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of such parcel.

16.11 For so long as Declarant owns any portion of the Property, Declarant shall have the sole authority to appoint, remove and replace the members of the Board of Directors. In case of the resignation, death or incapacity to serve of any appointed director during the period for which such director is to hold office, Declarant shall appoint a successor to serve the balance of the term of office of said director.

16.12 When Declarant, its successors and assigns no longer owns any portion of the Property, the appointed members of the Board of Directors shall call a special meeting of the membership for the purpose of electing five members to the Board of Directors. Two Directors shall be elected to serve terms of two years; two directors shall be elected to serve terms of three years; one director shall be elected to serve a term of one year. Each term shall expire on the date of an annual meeting of the Association. Thereafter, at the expiration of the term of office of a director, the membership shall elect successor directors to serve for a period of three years.

16.13 In the case of the resignation, death or incapacity to serve of any of the aforesaid directors elected to office, by the members of the corporation, a special meeting of the members entitled to elect such director shall be called to elect a successor to serve the balance of the term of said directors.

16.14 Any director elected, by the members of the corporation, may be removed from the Board, with or without cause, by a majority vote of those members of the corporation who were entitled to vote for the election of such director, and in the event of such removal of a director, a successor shall be elected to serve for the unexpired term of such removed director by a special election to be held by those members of the corporation who were entitled to vote for the election of the director so removed.

16.15 No director shall receive compensation for any service he may render to the corporation. However, any director may be reimbursed for his actual expenses included in the performance of his duties.

16.16 The By-Laws of the aforesaid corporation shall provide that any and all members of the Association shall have the right to inspect the financial books and records of said corporation at its principal offices at all reasonable times.

16.17 If the corporation, provided herein, should dissolve for any reason, the ownership of any common area and Association property shall immediately be conveyed to the owners of the Property, in an undivided interest, UNLESS the Board of Directors has, with appropriate board resolution, conveyed the common area, if any, and Association property to a municipality or other governmental entity for public use.

#### ARTICLE 17. RIGHTS OF MORTGAGEES

17.1 It is specially provided that the lien hereby created to secure the payment of the annual assessment and any special assessment specified in these restrictions shall

be subordinate to and shall not affect the enforcement of any vendor's lien or deed of trust lien now of record or which may hereafter be placed of record against any parcel covered hereby and/or any improvements located thereon. However, such parcels shall nevertheless remain subject to said annual assessment, and the sale or transfer of any parcel pursuant to foreclosure of any such superior lien shall extinguish the lien securing the maintenance charge only as to any maintenance charge attributable to such parcel for the period of time prior to such sale or transfer, and said lien shall apply on a pro rated basis, by calendar days, thereafter.

#### ARTICLE 18. TERM OF RESTRICTIONS

18.2 These restrictions are to run with the land, and shall be binding upon and inure to the benefit of the Declarant and the Association, their respective successors and assigns, and all future owners of the parcels located within the Property until December 31st of the year 2038 A.D. The aforescribed initial term of these restrictions shall be extended automatically after the expiration thereof for successive periods of ten (10) years duration each, unless an instrument revoking these restrictions, in whole or in part, is recorded in the Official Public Records of Real Property of Bexar County, Texas, at least six (6) months prior to said initial expiration date or the expiration of any ten (10) year extension period. Any such instrument of revocation must be executed by the then owners of at least sixty-seven percent (67%) of the collective number of membership votes and must be joined by Cresta Bella Master Association.

#### ARTICLE 19. ENFORCEMENT OF RESTRICTIONS

19.1 Property owners, the Board of Directors of the aforesaid Association, Declarant (until all property subject hereto have been sold or otherwise conveyed by Declarant) and/or the Association itself shall all have the right, power and authority, without requirement of joinder of the other, to file suit for damages or for injunction, mandatory or prohibitory, to compel compliance with the provisions of these restrictions. Also, the Association, acting through its Board of Directors, shall have the right to bring an action at law to foreclose the lien hereby established to secure the payment of the aforesaid maintenance charge if any parcel owner fails to cure any such default within thirty (30) days after notice thereof from the Association. Notice shall be deemed given three days after deposit in the United States Postal system, postage prepaid, written notice, of when actual written notice is delivered, whichever first occurs. The plaintiff in any of the aforescribed proceedings shall be entitled to recover from the defendant in such actions all reasonably necessary costs and expenses attendant upon bringing such action, including reasonable attorney's fees. The foregoing provision for recovery of costs, expenses and attorney's fees shall be deemed to have been agreed to by the owner(s) of any parcel covered hereby acceptance of a conveyance or other transfer of title to such parcel.

19.2 Invalidation on one or more of the provisions of these Restrictions, by court order or otherwise, shall in no way affect any other provision hereof, and all such remaining provisions not expressly invalidated shall continue in full force and effect.

19.3 Enforcement of this Declaration shall be governed by the applicable provisions of the Texas Property Code. Should any provision of this Declaration be determined in conflict with the Texas Property Code or any other applicable statute or governmental regulation, such provision shall be reformed to provide the greatest possible intention of Declarant and all other provisions, terms and conditions hereof shall remain in full force and effect.

#### ARTICLE 20. ASSIGNMENT BY DEVELOPER AND ASSOCIATION

20.1 The Declarant may at any time assign to the Association any and all rights reserved to Declarant hereunder. Any such assignment shall be evidenced by an instrument in writing recorded in the Official Public Records of Real Property of Bexar County, Texas. If not previously assigned, all such rights reserved to Declarant hereunder shall automatically vest in the Association when all Property covered by these Restrictions have been sold or otherwise conveyed from Declarant to other persons or entities.

20.2 The Association may at any time assign or delegate to a committee or designated representative any and all approval rights reserved to the Association hereunder. Any such assignment or delegation shall be evidenced by a resolution of the Board of Directors of the Association.

#### ARTICLE 21. AMENDMENT OF RESTRICTIONS

21.1 These restrictions may be amended at any time prior to the termination hereof by recorded instrument in the Official Public Records of Real Property of Bexar County, Texas, an instrument signed by the then owners of at least seventy-five percent (75%) of the collective number of votes of the membership, signed by Declarant for so long as Declarant owns any Parcel subject to this Declaration and signed by a majority of the members of the Board of Directors of Cresta Bella Master Association, Inc.

21.2 Declarant reserves the right in its sole discretion to amend this Declaration to cure any scrivener's error, to cure any violation of the law, rule or regulation.

{Signatures on following Page}

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the 25<sup>th</sup> day of November, 2008.

70 ACRE CRESTA BELLA VENTURE, LLC,  
a Texas limited liability company,  
Owner

By   
CRAIG GLENDENNING, Manager

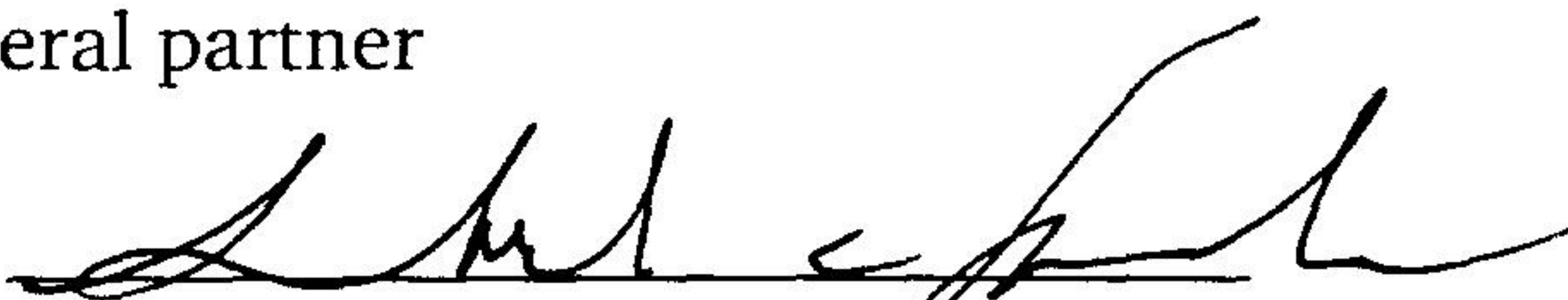
BP HWY 10 SAN ANTONIO, LTD.,  
a Texas limited partnership,  
Declarant and Owner

By: 242 CRESTA BELLA, GP, LLC  
its General Partner

By:   
SHAUL BARUCH, Manager

242 CRESTA BELLA, LTD.,  
a Texas limited partnership,  
Owner

By: 242 CRESTA BELLA GP, LLC,  
a Texas limited liability company,  
its general partner

By:   
SHAUL BARUCH, Manager

Acknowledgments

STATE OF TEXAS           §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me this 25 day of Nov, 2008, by CRAIG GLENDENNING, Manager of 70 ACRE CRESTA BELLA VENTURE, LLC, a Texas limited liability company, as act of said company.

Lynn Mary Juarez  
Notary Public in and for the State of Texas



STATE OF TEXAS           §  
COUNTY OF BEXAR       §

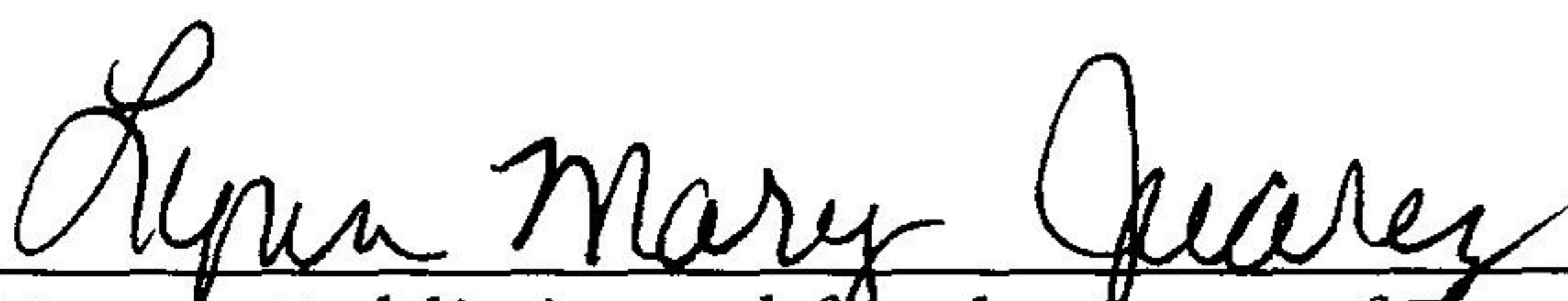
This instrument was acknowledged before me this 25 day of November 2008, by SHAUL BARUCH, Manager of CRESTA BELLA GP, LLC, general partner of BP HWY 10 SAN ANTONIO, LTD., a Texas limited partnership, as act of said partnership.

Lynn Mary Juarez  
Notary Public in and for the State of Texas



STATE OF TEXAS           §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me this 25 day of November, 2008, by SHAUL BARUCH, Manager of 242 CRESTA BELLA GP, LLC, a Texas limited liability company, general partner of 242 CRESTA BELLA, LTD., a Texas limited partnership, as act of said partnership.

  
\_\_\_\_\_  
Notary Public in and for the State of Texas



After recording return to:  
Jesse T. Murphy  
Attorney at Law  
5802 IH 10 West  
San Antonio, Texas 78201

rev November 24, 2008



EXHIBIT A  
Page 1 of 2

2250 US 281 N  
Blanco, TX 78606  
Phone: 830-833-2250  
FAX: 830-833-2257

125.283 ACRES

Field notes of a 125.283 acre tract of land situated in the City of San Antonio, Bexar County, Texas being out of the James H. Cox Survey No. 22, Abstract 155, and this tract being out of the following tracts conveyed to BP Hwy 10 San Antonio Ltd: 110.805 acres Volume 11788, Page 188, 55.50 acres Volume 11788, Page 195, 52.241 acres Volume 11788, Page 219, 100.713 acres Volume 11788, Page 209, all of the 3.05 acres Volume 11788, Page 209, all of the 5.028 acres Volume 12098, Page 2018, 10.031 acres Volume 12133, Page 694, 25.9 acres Volume 12133, Page 694, 1.247 acres Volume 12133, Page 694, all of the 4.525 acres conveyed to BTB Properties 1, LLP Volume 11067, Page 1079, all of the Official Public records of Bexar County, Texas and being more particularly described by metes and bounds as follows: Note: All iron pins set are ½" rebar with a yellow plastic cap stamped "Baker Survey".

**Beginning** at a 1" iron pipe found in the northeast line of this tract and in the southwest right-of-way line of Interstate Highway 10 for a southeast corner of the 110.805 acre tract and the northeast corner of the 5.028 acre tract

Thence with the northeast line of this tract and the 5.028 acre tract and the southwest right-of-way line of Interstate Highway 10 as follows:

S 12° 13' 39" E. 263.84 feet to a Texas Department of Transportation concrete monument for an angle point.

S 12° 26' 51" E. 38.42 feet to a ½" iron pin found for the southeast corner of the 5.028 acre tract and the northeast corner of the 1.247 acre tract for an angle point.

Thence S 18° 14' 06" E. 118.85 feet with the northeast line of this tract and the 1.247 acre tract and the southwest right-of-way line of Interstate Highway 10 to a ½" iron pin found for the southeast corner of the 1.247 acre tract and the northeast corner of the 4.525 acre tract for an angle point.

Thence S 17° 45' 02" E. 281.57 feet with the northeast line of this tract and the 4.525 acre tract and the southwest right-of-way line of Interstate Highway 10 to a ½" iron pin found for the southeast corner of the 4.525 acre tract and the northeast corner of the 100.713 acre tract for an angle point.

Thence S 17° 25' 45" E. 317.32 feet with the northeast line of this tract and the 100.713 acre tract and the northeast line of the 3.05 acre tract and the southwest right-of-way line of Interstate Highway 10 to a ½" iron pin set for the east corner of the 3.05 acre tract and the north corner of a Lot 1 conveyed to Ten West Subdivision of record in Volume 8342, Page 1465 of the Plat Records of Bexar County, Texas for an angle point.

Thence with the southeastern line of this tract and the 3.05 acre tract and the northwestern line of Lot 1 as follows:  
S 72° 19' 38" W. 348.34 feet to a ½" iron pin found for the interior corner of the 3.05 acre tract and for the northwest corner of Lot 1 for an interior corner of this tract.

S 17° 44' 12" E. 250.15 feet to a ½" iron pin found for the southeast corner of the 3.05 acre tract and the southwest corner of Lot 1 and a point on a northwestern line of the 100.713 acre tract for an interior corner of this tract.

Thence N 72° 19' 38" E. 348.51 feet with a northwestern line of this tract and the 100.713 acre tract and the southeast line of Lot 1 to a ½" iron pin set in the southwest right-of-way line of Interstate Highway 10 for the southeast corner of Lot 1 and a northeast corner of the 110.713 acre tract for a northeast corner of this tract.

Thence S 17° 09' 47" E. 227.39 feet with the northeast line of this tract and the 110.713 acre tract and the southwest right-of-way line of Interstate Highway 10 to a ½" iron pin set for the beginning of a curve to the right for an angle point.

Southwesterly with the arc of said curve to the right having a radius of 25.00 feet, a distance of 39.30 feet, delta 90° 04' 08" (Chord Bears S 27° 39' 37" W. 35.38 feet) to a ½" iron pin set at the end of said curve.

Thence with the southeast line of this tract and the 100.713 acre tract and the northwest right-of-way line of Camp Bullis Road as follows:

S 72° 41' 41" W. 67.99 feet to a ½" iron pin set for the beginning of a curve to the left for an angle point.

Southwesterly with the arc of said curve to the left having a radius of 743.00 feet, a distance of 934.65 feet, delta 72° 04' 29" (Chord Bears S 36° 42' 42" W. 874.23 feet) to a ½" iron pin set at the end of said curve.

**EXHIBIT A**  
**Page 2 of 2**

Thence across the 110.713 acre tract, the 110.805 acre tract, the 55.50 acre tract and the 52.41 acre tract as follows:

S 71° 38' 05" W. 24.73 feet to a ½" iron pin set for the southern most corner of this tract.  
N 17° 40' 15" W. 948.88 feet to a ½" iron pin set for an interior corner of this tract.  
N 89° 07' 20" W. 1136.14 feet to a ½" iron pin set for an angle point.  
N 79° 25' 17" W. 419.60 feet to a ½" iron pin set for an angle point.  
N 61° 35' 20" W. 546.87 feet to a ½" iron pin set for an angle point.  
N 42° 26' 34" W. 235.86 feet to a ½" iron pin set for an angle point.  
N 35° 01' 35" W. 349.08 feet to a ½" iron pin set for an angle point.  
N 02° 20' 23" W. 304.25 feet to a ½" iron pin set for an angle point.  
N 16° 50' 00" E. 392.58 feet to a ½" iron pin set for an angle point.  
N 48° 51' 58" E. 310.92 feet to a ½" iron pin set for an angle point.  
N 56° 56' 01" E. 342.53 feet to a ½" iron pin set for an angle point.  
S 28° 59' 41" E. 635.14 feet to a ½" iron pin set for an angle point.  
S 88° 50' 08" E. 1185.96 feet with a south line of the 110.805 acre tract and the north line of the 25.9 acre tract to a ½" iron pin set for an angle point.  
N 16° 00' 45" W. 1164.14 feet to a ½" iron pin set for an angle point.  
N 65° 06' 22" W. 99.52 feet to a ½" iron pin set for an angle point.  
N 72° 05' 07" W. 157.95 feet to a ½" iron pin set for an angle point.  
N 09° 01' 21" W. 193.15 feet to a ½" iron pin found for an interior corner of the 52.241 acre tract and the southwest corner of a 2.15 acre tract of land conveyed to Lewin Plunkett ET AL of record in Volume 4339, Page 589 of the Official Public Records of Bexar County, Texas for a northwest corner of this tract.

Thence with the northwest line of this tract and the 52.241 acre tract and the 110.805 acre tract and the southeast line of the 2.15 acre tract as follows:

N 73° 35' 28" E. 222.00 feet to a ½" iron pin set for a point online.  
N 73° 35' 28" E. 10.02 feet to a ½" iron pin found for an angle point  
N 73° 28' 59" E. 625.45 feet to a ½" iron pin found in the southwest right-of-way line of Interstate Highway 10 for the northeast corner of the 110.805 acre tract and the southeast corner of the 2.15 acre tract for the northern most corner of this tract.

Thence with the northeast line of this tract and the 110.805 acre tract and the southwest right-of-way line of Interstate Highway 10 as follows:

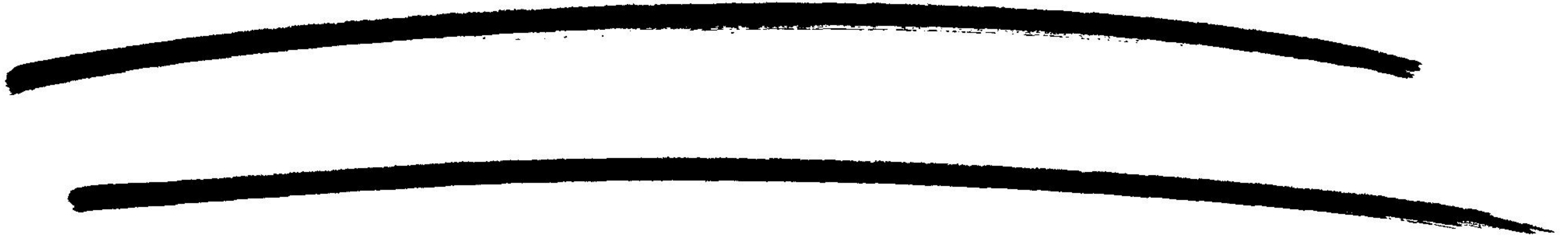
S 19° 41' 56" E. 504.70 feet to a ½" iron pin set for the beginning of a curve to the right.  
Southeasterly with the arc of said curve to the right having a radius of 16033.50 feet, a distance of 604.45 feet, delta 02° 09' 36" (Chord Bears S 18° 39' 01" E. 604.39 feet) to a Texas Department of Transportation concrete monument at the end of said curve for an angle point.  
S 17° 42' 50" E. 394.86 feet to a Texas Department of Transportation concrete monument found for an angle point  
S 11° 46' 08" E. 240.10 feet to the **Place of Beginning** and containing 125.283 acres of land according to a survey on the ground on May 9, 2006 by Baker Surveying, Inc.

Job No. 06-068  
Accompanying Plat Prepared  
File: N/draw2006/06-068.01 Baruch

TERESA A. SEIDEL  
Registered Professional Land  
Surveyor # 5672

EXHIBIT B

(INTENTIONALLY DELETED)



## EXHIBIT C

### A Metes and Bounds Description of a 14.923 Acre Tract

Being a 14.92 Acre Tract of Land out of a 100.713 acre tract recorded in Volume 11788 Page 209 of the Official Public Records of Real Property of Bexar County, Texas, situated in the James H. Cox Survey No. 22, Abstract No. 155, County Block 4760, and the Charles Seidenschnur Survey No. 410, Abstract 1222, County Block 4725 and being more particularly described as follows:

Commencing: at a set ½" iron rod with an orange cap marked "C&B-S.A. PROP. COR.", the northwest return line of the intersection of the north right-of-way line of Camp Bullis Road, an 86-foot right-of-way, recorded in Volume 9510, Page 190 of the Deed and Plat Records of Bexar County, Texas, and the south right-of-way line of Cresta Bella, an 86-foot right-of-way, recorded in Volume 9598, Pages 40 thru 44 of the Deed Records of Bexar County, Texas;

THENCE: Departing said Right-of-Way N 68°09'52" W, a distance of 907.20 feet to the Point of Beginning;

THENCE: S 13°30'44"W, a distance of 226.23 feet to an angle point;

THENCE: S 47°56'09" W, a distance of 172.23 feet to an angle point;

THENCE: S 68°33'43" W, a distance of 249.04 feet to an angle point;

THENCE: N 89°34'14" W, a distance of 294.59 feet to an angle point;

THENCE: N 83°15'37" W, a distance of 11.26 feet to an angle point;

THENCE: N 83°15'17" W, a distance of 300.69 feet to an angle point;

THENCE: N 49°30'50" W, a distance of 76.93 feet to a point, said point being on a curve to the left having a radius of 230.00 feet, a central angle of 39°29'53" and a chord bearing of N 69°15'47" W, 155.43 feet;

THENCE: Along said curve to the left a distance of 158.56 feet to a point, said point being the P.T. of said curve;

THENCE: N 62°16'51" W, a distance of 98.65 feet to an angle point;

THENCE: N 65°28'34" W, a distance of 374.91 feet to an angle point;

THENCE: N 26°00'05" W, a distance of 232.81 feet to an angle point;

THENCE: N 03°20'41" W, a distance of 222.74 feet to an angle point;

THENCE: S 61°34'55" E, a distance of 546.87 feet to an angle point;

THENCE: S 79°24'56" E, a distance of 419.60 feet to an angle point;

THENCE: S 89°06'59" E, a distance of 871.02 feet to the POINT OF BEGINNING, and containing 14.923 acres more or less, (650,030 S.F.) more or less, in Bexar County, San Antonio, Texas.



**50.09 ACRES**

Field notes of a 50.09 acre tract of land situated in the City of San Antonio, Bexar County, out of the James H. Cox Survey No. 22, Abstract 155, County Block 4760, N.C.B. 18333 and being a portion of a 242.471 acre tract of land conveyed to 242 Cresta Bella, Ltd. of record in Volume 12602, Page 1845, Official Public records of Bexar County, Texas and being more particularly described by metes and bounds as follows: Note: All iron pins set are ½" rebar with a yellow plastic cap stamped "Baker Survey".

**Beginning** at a ½" iron pin set in the southeast line of a 21.66 acre tract of land conveyed to Boat and RV Superstorage Inc. of record in Volume 6974, Page 1377 of the Official Public Records of Bexar County, Texas and the northwest corner of a Subdivision for H. Heuermann of record in Volume 642, Page 304 of the Deed and Plat Records of Bexar County, Texas and for the north corner of the 242.471 acre tract and this tract.

Thence S 19° 52' 01" E. with the northeast line of this tract and the 52.241 acre tract and the south west line of the H. Heuermann Subdivision passing a ½" iron pin set at 45.83 feet for an angle point and passing a ½" iron pin set at 89.99 feet for an angle point for a total distance of 359.23 feet to a ½" iron pin found for the southwest corner of the H. Heuermann Subdivision for the northernmost northwest corner of a 125.283 acre tract of land surveyed by Baker Surveying, Inc. on March 16, 2006 for an angle point in the 242.471 acre tract and in this tract.

Thence with the northeast and southeast line of this tract and the 242.471 acre tract and the southwest and northeast line of the 125.283 acre tract as follows:

1. S 09° 01' 21" E. 193.15 feet to a ½" iron pin set for an angle point,
2. S 72° 05' 07" E. 157.95 feet to a ½" iron pin set for an angle point,
3. S 65° 06' 22" E. 99.52 feet to a ½" iron pin set for an angle point,
4. S 16° 00' 45" E. 1164.14 feet to a ½" iron pin set for the southwest corner of this tract and the 242.471 acre tract and an interior corner of the 125.283 acre tract,
5. N 88° 50' 08" W. 1185.96 feet to a ½" iron pin set for an angle point, and
6. N 28° 59' 41" W. 635.14 feet to a ½" iron pin set for an angle point in this tract and a northern corner of the 125.283 acre tract.

Thence with the southwest line of this tract cutting across the 242.471 acre tract as follows:

1. N 69° 15' 42" W. 235.14 feet to a ½" iron pin set for an angle point, and
2. N 70° 09' 38" W. 265.77 feet to a ½" iron pin set for the southeast corner of a reserved 49.200 acre tract of land by Elmac LTD of record in Volume 11788, Page 195 of the Official Public Records of Bexar County, Texas and an interior corner of the 242.471 acre tract for the westernmost southwest corner of this tract.

Thence with the western line of this tract and the 242.471 acre tract and the eastern line of the 49.200 acre tract as follows:

1. N 03° 44' 18" E. 794.88 feet to a fence corner for the northern most northwest corner of this tract, and
2. S 89° 57' 05" E. 449.51 feet to a fence post found in the south line of a 0.854 acre tract of land conveyed to Elmac LTD. of record in Volume 11646, Page 1450 of the Official

**EXHIBIT D**  
**Page 2 of 2**

Public Records of Bexar County, Texas and in the west line of the 21.66 acre tract for a north corner of this tract.

Thence with the north line of this tract and the 242.471 acre tract and the south line of the 21.66 acre tract as follows:

1. S 01° 21' 41" E. 191.40 feet to a ½" iron pin found for an interior corner of this tract, and
2. N 62° 43' 00" E. 836.62 feet to the **Place of Beginning** and containing 50.09 acres of land according to a survey on the ground on May 10, 2006 and described by metes and bounds on June 1, 2007 by Baker Surveying, Inc.

Job No. 06-086  
Accompanying Plat Prepared  
File; N/draw2006/06-086.04 Cresta Bella

AMIL M. BAKER, JR  
Registered Professional Land  
Surveyor # 1469

EXHIBIT E

LEGAL DESCRIPTION FOR

A 6.104 Acre Tract of land out of a 70.00 Acre Tract as recorded in Volume 13239, Page 1200 and the remaining portion of a 100.713 Acre Tract as recorded in Volume 11788, Page 209 of the Official Public Records of Bexar County, Texas, Out of the James H. Cox Survey No. 22, Abstract No. 155, NCB 18333 and being further described by Metes and Bounds as Follows;

Beginning at a point along the West Right-of-Way line of I.H. 10 west and the Northeast corner of Lot 1, Ten West Subdivision as Recorded in Volume 8342, Page 1465 of the Bexar County Plat and Deed Records;

Thence, N 45°38'55"W, a distance of 788.40 feet to the Point of Beginning;

Thence, S 15°08'17" W, a distance of 331.71 feet to a point for a corner;

Thence, N 80°57'24" W, a distance of 180.32 feet to a point for a corner;

Thence, N 68°46'01" W, a distance of 188.14 feet to a point for a corner;

Thence, N 77°43'27" W, a distance of 403.80 feet to a point for a corner;

Thence, N 71°57'19" W, a distance of 123.06 feet to a point for a corner;

Thence, N 17°39'24" E, a distance of 261.36 feet to a point for a corner;

Thence, S 80°17'18" E, a distance of 885.06 feet to the Point Of Beginning and containing 6.104 Acres (265,897 square feet) of land, more or less, in the City of San Antonio, Bexar County, Texas.

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 this 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:

DEC 08 2008

Doc# 20080259300 Fees: \$116.00  
12/08/2008 4:13PM # Pages 26  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERARD RICKHOFF COUNTY CLERK



*Gerard Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS