

"Commercial Lots" shall refer to the real property described in *Exhibit B* hereto and the improvements thereon. This term includes but is not limited to the Church Tract.

"Declarant" shall mean Denton Development Company, Inc., as well as its successors and assigns who were designated as such in writing by Declarant.

"Dedicated Right-of-Way" shall mean the Parkway and such other area in the Property, if any, dedicated to the public for vehicular access through the Property.

"Development Unit" shall mean any specific part of the Property developed as a separate residential development and which has or is contemplated to have a separate Unit Declaration and a separate HOA.

"Governmental Authority" shall mean the federal government of the United States of America, the State of Texas (including but not limited to the Texas Natural Resources Conservation Commission), County of Bexar, City of San Antonio), or any other governmental body, subdivision, agency, or authority now or hereafter in existence that has jurisdiction over the Property or any use or activity with respect to the Property.

"Gross Acres" shall mean the total number of acres of land comprising the Property, excluding the land comprising the Parkway, the Parkway Pedestrian, Landscape & Utility Easement, the Dedicated Right-of-Way, any other publicly dedicated easements or rights-of-way, the Recreation Center, and any areas specifically dedicated by the POA for greenbelts, landscaping, drainage, or utility easements.

"HOA" shall mean any homeowners' association created for any Development Unit formed within the Property, or their respective successors and assigns.

"Lien" means the lien created for the benefit of the POA by Section 5.1 herein.

"Lot" shall mean any parcel(s) of land within the Property as defined by the recorded plat and/or any replat thereof as one lot in the Official Public Records of Bexar County, Texas. This term includes Residential Lots and Commercial Lots. This term excludes the land comprising the Parkway Pedestrian, Landscape & Utility Easement, the Dedicated Right-of-Way, any other publicly dedicated easements or rights-of-way, the Recreation Center, and any areas specifically dedicated by the POA for greenbelts, landscaping, drainage, or utility easements.

"Manager" shall have the meaning ascribed to such term in Section 3.6 herein.

"Amended & Restated Master Declaration" shall mean this Amended & Restated Master Declaration of Covenants, Conditions and Restrictions for Lookout Canyon, and any amendments, annexations and supplements hereto made in accordance with the terms hereof.

"Master Plan" shall mean the preliminary plan of development for the Property depicted on *Exhibit F* attached hereto and incorporated herein.

"Member" shall mean all Owners.

"Owner" shall mean any person(s) or entity(s), holding a recorded fee simple title in any Lot. This term includes contract sellers, but excludes those having such interest merely as security for the performance of an obligation and those leasing from record holders of fee simple title to any lot or tract that is part of the Property.

"Parkway" shall mean the Dedicated Right-of-Way, which runs or will run through the Property, and provide access to and from U.S. Highway 281, as substantially depicted on the Master Plan.

"Parkway Maintenance" shall have the meaning ascribed to such term in Section 3.7 herein.

"Parkway Pedestrian, Landscape & Utility Easement" shall mean the approximately 30 foot pedestrian, landscape and utility easement on each side of the Dedicated Right-of-Way, the perimeter of which is approximately 30 feet within the property line of each tract adjacent to the Dedicated Right-of-Way.

"Property" shall mean all the real property that is subject to this Amended & Restated Master Declaration and the jurisdiction of the POA. Such real property is described in *Exhibit A* hereto.

"POA" shall refer to Lookout Canyon Property Owners' Association, Inc., a Texas non-profit corporation, as well as its successors and assigns.

"Recreation Center" shall mean the real property described in *Exhibit C* hereto and all improvements that have been or will be constructed and situated thereon. Such improvements include but are not limited to a swimming pool and other recreational facilities for the use and benefit of the Owners of Residential Lots.

"Residential Lot" shall mean any Lot within the Property which has been platted as a single-family dwelling and zoned by applicable Governmental Authority for use as a single-family dwelling.

"School Tract" shall mean the real property (20.95 acres and 0.2445 acres) described in *Exhibit D* hereto.

"Special Assessments" shall have the meaning ascribed to such term in Article V herein.

"Unit Declaration" shall mean any declaration for any Development Unit creating specific covenants, conditions and restrictions applicable to such Development Unit.

## **Article II. Property Subject to this Amended & Restated Master Declaration**

2.1. Existing Property. All of the real property described in *Exhibit A* is subject to and encumbered by this Amended & Restated Master Declaration.

2.2. Recreation Center.

(a) Title to Recreation Center. All of the Recreation Center (including but not limited to the improvements thereon) shall be owned by the POA.

(b) Residential Lot Owners' Easements of Enjoyment. Subject to the provisions of Section 2.2(c) herein, every Residential Lot Owner shall have a common right and easement of enjoyment in and to the Recreation Center, and such right and easement shall be appurtenant to and shall pass with the title to every such Residential Lot. *Commercial Lot Owners and their tenants shall not have (or even be eligible for) such common right and/or easement of enjoyment in and to the Recreation Center.*

(c) Extent of Residential Lot Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (1) The rights and easements existing or hereafter created in favor of others;
- (2) The right of the POA to regulate the hours and nature of use of the Recreation Center by adoption of rules and regulations applicable to all Residential Lot Owners, as well as their family members, tenants, guests, employees, agents and/or invitees, of the Recreation Center. This right shall include the right to reasonably restrict the use of the Recreation Center to certain classes of Residential Lot Owners or other users approved by the Board during reasonable periods (e.g., for swimming lessons, swimming competitions, or adult only or children only periods or activities). The right of the POA to regulate use shall also include the right to suspend the privileges of use of Residential Lot Owners, as well as such Owner's family members, tenants, guests, employees, agents and/or invitees, if: (a) such Owner is delinquent in his/her financial obligations (including but not limited to Assessments) to the POA; or (b) if such Owner or a family member, tenant, guest, employee, agent and/or invitee of such Owner violates any rule and/or regulation governing the use of the Recreation Center;
- (3) The right of the POA to borrow money for operating, constructing, renovating, repairing and/or maintaining the Recreation Center, and to pledge all or part of the Recreation Center as security for such borrowing;
- (4) The right of the POA to enter into one or more contracts or agreements for the operation, maintenance, management and/or improvement of the Recreation Center;
- (5) The right of the POA to establish and collect fees for the use of the Recreation Center by guests of Residential Lot Owners; and
- (6) The right of the POA to rent the Recreation Center to Residential Lot Owners for private parties or other approved activities.

2.3. School Tract. In the event the School Tract ceases to be used for school purposes, including educational, administrative, recreational, athletic, and/or related maintenance facilities, then the School Tract may be annexed and brought within the scheme of this Amended & Restated Master Declaration in accordance with the Special Warranty Deed dated effective as of March 22, 2001 and executed by Lookout Canyon, Ltd. to Comal Independent School District. Annexation of the School Tract shall require the written approval of a majority of the Board.

2.4. Merger or Consolidation. In the event of any future merger or consolidation of the POA with another property owners' association (as defined by the Texas Property Code), then the POA's properties, rights and obligations may, by operation of law or by lawful certificate and/or agreement of merger, be transferred to another surviving or consolidated association. Alternatively, another property owners' association's properties, rights and obligations may, by operation of law or by lawful certificate, plan and/or agreement of merger, be added to the POA's properties, rights and obligations as a surviving corporation. The surviving or consolidated property owners' association may administer the covenants and restrictions established by this Amended & Restated Master Declaration, together with the covenants and restrictions established upon any other properties, as one scheme.

### Article III. Property Owners' Association

#### 3.1. Members.

All Owners shall be Members of the POA. Membership in the POA is mandatory. Membership is appurtenant to and runs with ownership of the Lot that qualifies the Owner for membership. Membership is not severable from title to the Lot, and thus cannot be transferred, assigned, pledged, mortgaged, or alienated without title to the Lot.

The POA shall have two (2) classes of membership—Class A and Class B.

(a) *Class A Membership.* Class A Members shall include all Owners of Residential Lots.

(b) *Class B Membership.* Class B Members shall be the Owners of Commercial Lots.

3.2. Voting Rights. Each Owner shall be entitled to one (1) vote per Lot owned. In no event shall more than one (1) vote be cast with respect to any single Lot.

#### 3.3. Board of Directors.

(a) The affairs of the POA shall be managed by the Board in accordance with the terms of this Amended & Restated Master Declaration, the POA's Bylaws and any other governing documents of the POA.

(b) Each HOA shall designate one (1) representative to serve as a director of the POA Board. The POA Board shall consist only of such designated representatives.

(c) Each Director of the POA will have one (1) vote. All decisions by the Board shall be by a vote of a majority of the Directors, unless otherwise expressly provided by law, this Amended & Restated Master Declaration, the POA's Bylaws and/or other governing documents of the POA.

3.4. Notice and Voting Procedures. Quorum, notice and voting requirements of and pertaining to the POA shall be in accordance with the POA's Bylaws, as well as any applicable law.

3.5. Responsibilities of the POA. The POA will be responsible for the following:

(a) The Parkway Maintenance as described in Section 3.7 herein;

(b) Appointment of the members of the ACC in accordance with Article VII herein;

(c) Improving, maintaining, repairing and operating the Recreation Center;

(d) Such additional maintenance and improvements within the Property (including but not limited to construction and maintenance of pedestrian and/or bicycle pathways, drainage areas, and easements) as the Board, in its sole and absolute discretion, may deem necessary or desirable in the furtherance of this Amended & Restated Master Declaration;

(e) Establishing and collecting Assessments;

(f) Paying taxes, assessments and other liens and encumbrances, which have been properly assessed or charged against the Recreation Center and/or Parkway;

(g) Paying all administrative expenses and fees of the POA (including but not limited to legal, accounting and/or management fees) incurred in carrying out the POA's responsibilities;

(h) Obtaining one or more of each of the following policy(s) of insurance: (i) policy(s) that insure the POA, its directors and officers against liability to the public, as well as Owners and Owners' family members, tenants, guests and invitees in any amounts as determined by the Board; (ii) policy(s) that insure the property of the POA for the replacement or insurable value thereof; and (iii) policy(s) for workers compensation insurance to the extent necessary to comply with any applicable laws;

(i) Obtaining fidelity bonds as may be required by the POA's Bylaws or as the Board may determine to be advisable;

(j) Enforcing the terms of the Amended & Restated Master Declaration;

(k) Paying for all other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes or assessments (including taxes or assessments assessed against any individual Owner), which the Board is required to obtain or pay for pursuant to this Amended & Restated Master Declaration, the POA's other governing documents or by the law, or which in the Board's opinion shall be necessary or proper for the enforcement of this Amended & Restated Master Declaration; and

(l) Such other duties as the Board, in its sole and absolute discretion, from time to time deems reasonable and in furtherance of the purposes of this Amended & Restated Master Declaration.

3.6. Manager. The Board may, at the expense of the POA, employ a person or firm to manage and oversee the operations and responsibilities of the POA ("Manager"). Any such Manager shall be qualified in the management of community or property owners' associations.

3.7. Parkway Maintenance. The Parkway shall be the primary Dedicated Right-of-Way for the Property providing access to and from U.S. Highway 281. The Parkway shall be one hundred feet (100') wide and situated substantially as depicted on the Master Plan. Upon completion, the Parkway Right-of-Way will be dedicated to Bexar County for vehicular access as a Dedicated Right-of-Way. The Parkway (and such other Dedicated Right-of-Way as the Board shall from time to time deem appropriate), and the Parkway Pedestrian, Landscape & Utility Easement shall be maintained by the POA to the extent of available funds from Assessments, as herein provided (collectively, the "Parkway Maintenance"):

(a) The maintenance and irrigation of landscaping, but specifically excluding any landscaping at the entrance to any Development Unit, Residential Lot, or other development, in which landscaping is particular to that development;

(b) The maintenance of fencing, sidewalks and monuments, but specifically excluding any fencing (other than common fencing along the Parkway or the Parkway Pedestrian, Landscape & Utility Easement), or monuments which are particular to any Development Unit, Residential Lot, or other development;

(c) The maintenance of accent and landscape lighting, monument lighting and street lighting, but specifically excluding any lighting (other than lighting common to all of the Parkway or the Parkway Pedestrian, Landscape & Utility Easement), which is particular to any Development Unit, Residential Lot, or other development;

- (d) The maintenance of crosswalks, if any, in the public right-of-way or in pedestrian sidewalks;
- (e) The maintenance of drainage facilities within the public right-of-way;
- (f) The repair of asphalt in the public right-of-way, if the Board, in its sole and absolute discretion, from time to time, so chooses; and
- (g) The maintenance of such other improvements in or to the Parkway and/or the Parkway, Pedestrian, Landscape & Utility Easement, as the Board, in its sole and absolute discretion, from time to time, deems necessary and appropriate to maintain, and consistent with this Section 3.7 and this Amended & Restated Master Declaration.

#### **Article IV. Owners' Associations**

4.1. HOA. The Property has been developed as one or more Development Units, each of which is comprised of Residential Lots, common areas, roads, greenbelts and other areas. Each Development Unit within the Property shall be subject to an HOA, which is formed for one or more such Development Units. Each HOA has its own Unit Declaration which, among other things, establishes covenants, conditions and restrictions for that particular Development Unit or Units. Thus, each Owner of a Residential Lot shall be subject to both the POA and a HOA.

4.2. HOA Assessments. Each HOA shall have the right to establish its own assessments and assess the Residential Lot Owners of that Development Unit in the manner set out in the respective Unit Declaration for the costs of construction and maintenance of any common areas or facilities within such Development Unit.

4.3. Additional Development Units. To the extent that additional property is annexed pursuant to this Amended & Restated Master Declaration and additional Development Units are created on the Property, such additional Development Units shall be subject to this Amended & Restated Master Declaration, and all of the rights and obligations created herein with respect to a Development Unit shall apply to such Development Unit the same as if such Development Unit was in existence at the time of the filing of this Amended & Restated Master Declaration.

4.4. Maintenance of Development Units. The POA shall not have any responsibility or obligation to maintain any part of any Development Unit.

#### **Article V. Covenant for POA Assessments**

5.1. Covenant to Pay Assessments and Creation of the Lien. By acceptance of a deed to a Lot, each Owner is deemed to have covenanted and agreed to pay to the POA: (a) Annual Assessments; and (b) Special Assessments (collectively, the "Assessments"). The Assessments, together with attorney's fees, costs of collection, court costs, late fees and interest shall constitute a continuing lien upon the Lot covered by such unpaid Assessment, and such lien shall be for the benefit of the POA.

The Annual Assessments and Special Assessments, together with attorneys' fees, costs of collection, court costs, late fees and interest, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each Assessment, together with attorney's fees, costs of collection, court costs, late fees and interest, shall be the personal obligation of the Owner of a Lot at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not pass to the successors in title of any Owner unless expressly assumed by them.

5.2. Purpose of Assessments. The Assessments levied by the POA shall be used exclusively for the purposes set forth in Section 3.5 herein. Notwithstanding anything contained herein to the contrary, Commercial Lot Owners shall not be responsible for any costs incurred in connection with the Recreation Center. Additionally, the Assessments levied by the POA shall not be used for any functions or purposes intended to be performed by any HOA.

5.3. Amount of Current Annual Assessments.

(a) Residential Lot Owners. As of the Effective Date and until changed in accordance with this Amended & Restated Master Declaration, Residential Lot Owners shall be charged an Annual Assessment of \$370.00 per Residential Lot owned.

(b) Commercial Lot Owners. As of the Effective Date and until changed in accordance with this Amended & Restated Master Declaration, Commercial Lot Owners shall be charged the following Annual Assessments:

Commercial Lot	Amount
27.21 Acres (as described in <i>Exhibit B-1</i> hereto)	\$11,621.00
23.34 Acres (the Church Tract, as described in <i>Exhibit B-2</i> hereto)	\$10,852.00

Any adjustment in the Annual Assessment charged to the Commercial Lot Owners shall be based only on expenses directly associated with maintenance of the Parkway. Additional expenses will be shared based on the following allocation:

Property	Maximum % Allocation
27.21 Acres (as described in <i>Exhibit B-1</i> hereto)	6.35%
23.34 Acres (the Church Tract, as described in <i>Exhibit B-2</i> hereto)	5.93%
Residential Lots	87.72%

Any increases in the Annual Assessment charged to the Commercial Lot Owners shall be capped at the percentage increase of the CPI Rate<sup>1</sup> during the applicable period, unless a greater increase is approved by the Commercial Lot Owners owning not less than 51% of the total area comprising the Commercial Lots.

5.4. Fixing of Annual Assessment.

(a) The Board shall fix the Annual Assessment from time to time, but no more frequently than once per calendar year.

(b) The Board may increase the Annual Assessment from year to year. But, the Board may not increase the Annual Assessment during any subsequent calendar year by more than ten percent (10%) over the Annual Assessment in the immediately preceding calendar year, unless such greater increase is approved by the Board in the same manner as provided for approval of Special Assessments in Section 5.4(b) herein.

<sup>1</sup> For purposes hereof, "CPI Rate" shall mean the Consumer Price Index for All Urban Customers specified for U.S. City Average - All Items by the U.S. Bureau of Labor Statistics, with a base index of 1982-1984 average = 100, or in the event of its discontinuance, then by any other nationally recognized index based upon similar statistical information.

(c) The Board, in its sole discretion, may determine whether the Annual Assessment is assessed and billed annually, semi-annually, quarterly, or monthly. Depending on the billing cycle, the Annual Assessment shall be assessed on the following dates:

Annually	full amount on January 1
Semi-Annually	1/2 on January 1 and July 1
Quarterly	1/4 on January 1, April 1, July 1 and October 1
Monthly	1/12 on day 1 of each month

(d) Payment of the Annual Assessments shall be due sixty (60) days after the date assessed. If a payment is not paid in full by the due date, it shall be considered delinquent.

5.5. Special Assessments.

(a) The Board may, from time to time, in its sole and absolute discretion, levy a Special Assessment. The purpose of the Special Assessment must be to pay for and/or to reimburse the POA for any extra or unusual costs incurred in connection with any of the following: (i) the operation, maintenance and/or repair to or of any portion of the Recreation Center, the Parkway, and/or the Parkway Pedestrian, Landscape & Utility Easement due to any unanticipated damage (regardless of whether due to natural causes or to the negligent or intentional act of any person); (ii) any improvements required in order to maintain and/or enhance the Recreation Center, the Parkway, and/or the Parkway Pedestrian, Landscape & Utility Easement in a manner consistent with this Amended & Restated Master Declaration; and/or (iii) any other extraordinary expense incurred in connection with the Recreation Center, the Parkway, and/or the Parkway Pedestrian, Landscape & Utility Easement.

(b) The Board may declare a Special Assessment upon the affirmative vote of a majority of the directors of the Board.

(c) Special Assessments shall be established in a manner whereby the Special Assessment is fairly and equitably shared by all Owners of the Property.

(d) Notwithstanding the foregoing, a Special Assessment for the purpose of defraying a cost or expense incurred in connection with the Recreation Center shall not be levied against Commercial Lot Owners.

5.6. Special Deed of Trust.

(a) To secure the payment of Assessments and to ensure compliance with the applicable covenants, conditions, restrictions and easements set forth herein, each Owner, upon acceptance of a deed to a Lot, to the fullest extent permitted by applicable law, conveys the Lot to the Trustee hereinafter named, in trust for so long as these covenants, conditions, restrictions and easements shall remain in effect, such conveyance operating as a Special Deed of Trust.

(b) If an Owner fails to tender payment of Assessments when due, or if an Owner or any HOA fails to perform any of the obligations or maintenance required by this Amended & Restated Master Declaration, then the POA may perform those obligations, advance whatever funds may be required, and then be reimbursed by such Owner or HOA on demand for any sums so advanced, including but not limited to attorneys' fees, any other collection costs, and interest on those sums from the dates due to the dates of payment as herein provided. The sums to be reimbursed shall be secured by this Special Deed of Trust.

(c) Buck Benson is the appointed Trustee under the Special Deed of Trust for the purpose of, but only at the direction of the Board, in its sole and absolute discretion, foreclosing the liens created herein in accordance with the terms hereof and applicable law. The POA, as Beneficiary, may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of the Trustee appointed herein.

5.7. Effect of Nonpayment of Assessments.

(a) Any Assessment not paid within ninety (90) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum, but in no event to exceed the maximum rate permitted under applicable law. Such Assessment shall include all costs and reasonable attorneys' fees incurred by the POA to enforce and collect such Assessment. In the event of failure to pay such Assessment, the POA may bring an action at law or in equity against the Owner obligated to pay the same and/or foreclose the Lien. The POA has the right to foreclose a Lien judicially or non-judicially. Costs of foreclosure may be added to the amount owed by the Owner to the POA. Nothing herein prohibits the POA from: (a) bringing a lawsuit to recover a money judgment for sums secured by the Lien; and/or (b) obtaining a deed in lieu of foreclosure.

(b) Notwithstanding the above, each HOA will be entitled to levy its own assessments against the individual Residential Lot Owners in the HOA's respective Development Unit in accordance with the HOA's Unit Declaration.

(c) No Owner may waive or otherwise escape liability for the Assessments provided for herein by alleged nonuse of or lack of benefit derived from the Parkway, the Recreation Center, and/or the Parkway Pedestrian, Landscape & Utility Easement, or by alleged nonuse or abandonment of the Owner's Lot. In the event the POA is forced to bring a legal proceeding to protect or enforce its rights hereunder or to collect any sums due hereunder, then the POA shall be entitled to recover its costs of collection, including but not limited to reasonable attorneys' fees, from the violating Owner.

5.8. Subordination of the Lien to Mortgages. The Lien shall be subordinate to the liens of any valid first lien mortgage or deed of trust secured by such Lot and to the lien of any taxing authority. Nonetheless, the sale or transfer of any Lot pursuant to a decree of foreclosure or other proceeding in lieu of foreclosure shall not impair the enforceability or priority of the Lien against such Lot.

5.9. Exempt Property. The Owner(s) of the following property will be exempt from the Assessments created herein:

- (a) The Parkway;
- (b) The Parkway Pedestrian, Landscape & Utility Easement;
- (c) The Dedicated Right-of-Way and any other publicly dedicated easements or rights-of-way;
- (d) The Recreation Center; and
- (e) Any areas specifically dedicated by the POA for greenbelts, landscaping, drainage, or utility easements.

## Article VI. Use and Other Restrictions

### 6.1. General Restrictions Affecting the Property.

(a) Utility Easements. Upon request from time to time, each Owner has granted or shall grant to the Association and/or applicable governmental authority, easements over and across the Property for the purposes of constructing, installing, inspecting, maintaining, repairing and replacing any and all utility lines, systems and facilities as deemed necessary or appropriate, provided that any such easement shall not unreasonably restrict, hinder or delay the Property's development or use of Owner's Lot. Further, the Association reserves the right, and all Owners agree to cooperate to grant, dedicate reserve or otherwise create, at any time or from time to time, rights-of way and easements for public utility purposes (including but not limited to gas, water, electricity, telephone, sanitary, sewer and drainage), across any Lot or on any portion of the Property as is necessary or efficient to supply all utilities to the Property; provided that any such right-of-way or easement shall not unreasonably restrict, hinder or delay Owner's development or use of Owner's property. Neither the POA, nor the ACC, nor any member, officer, director, employee or agent thereof, shall be liable for any damage done by any utility company or their assigns, agents, employees or servants, using any easements now or hereafter in existence, whether located on, in, under or through the Property, to fences, shrubbery, trees, flowers or other property now or hereinafter situated on, in, under, or through any designated easement area within the Property.

(b) Governmental Requirements. The Property, as well as all dwellings, other buildings and improvements thereon shall be constructed, maintained and used in conformity with all applicable governmental regulations, rules and ordinances (including but not limited to all building and zoning requirements and each applicable Water Pollution Abatement Plan). All activities of the POA, HOAs, Owners and contractors shall comply with all applicable governmental regulations, rules and ordinances.

The Property is within the Edwards Aquifer Recharge Zone ("EARZ") and is subject to the rules and regulations of agencies of the State of Texas, including the Texas Commission of Environmental Quality ("TCEQ"), governing the use of the Property, in addition to ordinances and statutes or regulations affecting the Property enacted by other Governmental Authorities. Each Owner shall comply with all such rules and regulations now existing or hereafter enacted pertaining to the EARZ.

By acceptance of a deed to any portion of the Property, or initiating construction of a dwelling or improvements thereon, each Owner and its contractors assume responsibility for: (i) complying with all certifications permitting, reporting, construction, and procedures required under all applicable governmental rules, regulations, and permits, including but not limited to those promulgated or issued by the Environmental Protection Agency and related to Storm Water Discharges from Construction Sites (*see* Federal Register, Volume 57, N. 175, Page 41176 *et seq.*); and (ii) ascertaining and complying with any applicable regulations, rules, rulings, and determinations of the TCEQ related to the Property, including but not limited to Texas Administrative Code Chapters 325 & 331, and specific rulings made pursuant to the terms thereof. Each Owner and its contractors shall comply with all governmental regulations, and any plan required by such regulations (e.g., a Storm Water Pollution Prevention Plan) affecting the Property and construction site with which they are associated. Prior to the start of construction, each Owner shall deliver to the POA a certification of understanding relating to any applicable National Pollutant Discharge Elimination System ("NPDES") permit. Each Owner shall comply with the applicable provisions of any water pollution abatement plan ("WPAP") affecting the Property or any portion thereof. No statement herein nor act or omission by the POA or the

ACC shall relieve any Owner and its contractors from such duties of compliance.

(c) Conservation of Natural Environment. In order to preserve, protect and enhance the natural environment of the Property, each Owner shall adhere to the following restrictions during the development and construction of a dwelling, other building and/or other improvements on the Property:

(i) Vehicles and equipment (whether or not they belong to the Owner, his/her/its representative and/or subcontractor) shall only be parked on the pavement areas within the Property or to areas specifically designated for parking. There shall be no parking on any portion of a Residential Lot (whether or not owned by Owner), any greenbelt and/or drainage area.

(ii) All construction activity and storage of materials shall be contained within the limits of the Owner's Lot or in areas specifically designated for such use.

(iii) All tree trimming cuts and other damage inflicted to trees shall be immediately covered with a tree pruning compound approved by the ACC and/or Board.

(iv) No vehicle, trailer, equipment or materials shall be allowed within any common area of the Property unless specifically approved by the ACC and/or Board.

(v) All trees and natural areas within areas designated as a buffer or greenbelt in any Development Unit or in the Parkway Pedestrian, Landscape & Utility Easement shall be protected during construction with temporary fencing or other barricade approved by the ACC and/or Board.

(vi) Each Owner accepts responsibility for maintenance of his/her/its/their Lot and shall provide for regular pick-up and off-site disposal of all trash, rubbish, garbage, debris, and unusable building materials during construction. Each Owner will provide sanitary bathroom facilities to accommodate its contractors and subcontractors during construction. If any Owner fails to maintain the Property in a clean and respectable manner, the Board and/or ACC, in its sole discretion, may, upon three (3) days prior written notice to such Owner, initiate the clean-up or place facilities on the Property necessary to maintain the referenced goal at the sole cost and expense of such Owner. Each Owner will be responsible for keeping all adjacent streets, easements, rights-of-way, and greenbelts free of debris originating from his/her/its/their Lot.

(vii) Natural ground cover, trees and vegetation are to be protected and maintained to the extent practicable on the Property. No Owner shall engage in clearing, cutting, or removing natural growth on Property not owned by him/her/it without the ACC's prior written permission.

(d) Endangered Habitat. Each Owner shall be responsible for compliance with all statutes, ordinances or regulations affecting the Property concerning habitat of endangered or protected plants, animals or species.

(e) Parkway Pedestrian, Landscape & Utility Easement. Each Owner shall be responsible for the initial design and installation of all landscaping and other improvements, including but not limited to irrigation systems, on the Parkway Pedestrian, Landscape & Utility Easement on the Lot(s) the Owner owns. No landscaping or other improvements shall be installed or Improved within the Parkway Pedestrian, Landscape & Utility Easement until the request has

been submitted to the ACC and approved in writing by the ACC in accordance with Article VI herein. Each Owner shall complete the initial landscaping and improvements on the entire frontage of the Parkway Pedestrian, Landscape & Utility Easement within 90 days after completion of the first road connecting the Development Unit to the Parkway. Upon completion of the installation of the landscaping and improvements by the Owner, the Owner of any Development Unit within the Property shall dedicate the Parkway Pedestrian, Landscape & Utility Easement along the entire Parkway frontage of its property to the POA. Upon dedication of the Parkway Pedestrian, Landscape & Utility Easement by the Owner to the POA, the POA shall be responsible for maintenance thereof in accordance with Article VIII herein.

#### A. Residential Lots

6.2. Use Restriction. All Residential Lots shall be used only for private single-family residential purposes. No multi-family Dwellings shall be constructed on any Residential Lot. No Residential Lot shall be used for business, commercial, industrial or professional purposes.

6.3. Other Covenants, Conditions & Restrictions Pertaining to Residential Lots. All Residential Lots shall be subject to the following covenants, conditions and restrictions:

(a) Minimum Square Feet. Each dwelling shall contain a minimum of 1,600 contiguous square feet or living area, exclusive of open or screened porches, terraces, patios, driveways, carports, garages, and living quarters for domestic servants separated or detached from the primary living area.

(b) Exterior Finishes.

(i) Masonry. The exterior walls of all dwellings shall be constructed with masonry rock, stucco, brick or masonry veneer on the front and both sides of the first floor of the exterior wall (exclusive of porches situated on the front of the residence and chimneys and/or boxed windows situated on the sides or the rear of the residence). In addition the exterior walls of the front elevation of all residential buildings shall be constructed with at least seventy-five percent (75%) masonry, rock, stucco, brick or masonry veneer (exclusive of porches situated on the front of the residence and chimneys and/or boxed windows situated on the sides or the rear of the residence). The rear and side elevations of all dwellings that face the Parkway shall: (i) be constructed with at least seventy five percent (75%) masonry, rock, stucco, brick or masonry veneer on the elevation which faces the Parkway, and (ii) limit slab exposure to not more than eighteen inches (18").

In determining compliance with the provisions of this section, window and door openings surrounded by masonry shall be considered masonry. Masonry or masonry veneer includes stucco, ceramic tile, clay, brick, rock and all other material commonly referred to in Bexar County, Texas as masonry, but shall exclude any product, regardless of composition, which is manufactured to have a wood or other non-masonry appearance.

(ii) Siding. Subject to the limitations imposed in subsection (i) above, wood siding and fiber cement siding may be used. All other siding materials, and all siding colors, must be approved by the applicable HOA's ACC. Absent the express written consent of the applicable HOA's ACC, vinyl siding and aluminum siding shall not be allowed.

(iii) Roofing. The surface of roofs of dwellings and secondary structures, including garages and domestic living quarters, shall be dimensional composition shingles, as approved by the applicable HOA's ACC. The applicable HOA's ACC shall establish roofing criteria which are designed and intended to generally improve the quality of material used, encourage the use of colors that are in harmony with other dwellings in the Property, and establish minimum pitch requirements.

(iv) Applicable HOA's ACC Approval. The applicable HOA's ACC shall have the authority to approve other masonry, siding and roofing treatments and materials if the form utilized will, in the sole discretion of the applicable HOA's ACC, be harmonious with the surrounding dwellings and the Property as a whole.

(c) Driveways and Sidewalks.

(i) Driveways. If a driveway on a Residential Lot is visible from a street, then the driveway must be constructed of broom-finished concrete, pebble-finish concrete, stamped concrete, or brick pavers.

(ii) Sidewalks. All Residential Lot Owners shall construct and maintain in good repair and condition, or cause to be constructed and so maintained, at such Owner's expense, a sidewalk, along and adjoining that portion of the perimeter of the lot adjacent to the curb of any street, which shall be of a design and composition meeting all specifications of the City of San Antonio or governing municipality and approved in advance by the applicable HOA's ACC. All sidewalks within a Residential Development Area shall be constructed of broom-finished concrete. Sidewalks adjacent to the curb shall be at least four feet (4') wide. Builders and contractors are required to clean streets immediately after sidewalks and driveways have been constructed. Upon acceptance of a deed to any Residential Lot, each Owner shall be deemed to have granted an easement of use to the public as to any sidewalk on such Residential lot, and shall execute any instruments necessary to evidence such easement grant. Notwithstanding anything herein to the contrary, any sidewalk or pathway within any drainage area, the Parkway Pedestrian, Landscape & Utility Easement, or other sidewalk or pathway maintained by the POA, may be constructed with asphalt or other alternative materials approved by the applicable HOA's ACC.

(iii) General. Asphalt paving and loose gravel driveways or sidewalks are specifically prohibited. Builders and contractors are required to clean streets immediately after aggregate-finished sidewalks and driveways have been washed.

## **B. Commercial Lots**

6.4. Use Restriction. The Commercial Lots shall only be used for any uses currently permitted under the City of San Antonio zoning designations MF, C-1, C-2, and O-1 or for any uses permitted by the zoning designation for such property as established by applicable zoning ordinance of the City of San Antonio, as amended from time to time. Without limiting the generality of the foregoing, the Church Tract may be developed, constructed and used for a church, church-affiliated private school and/or related facilities (collectively, "Church Purposes").

6.5. Utility Easements. With respect to that portion of the Commercial Lots described in *Exhibit B-1* hereto, the obligation to grant utility easements pursuant to Section 6.1(e) herein shall be limited to utility easements within the Parkway Pedestrian, Landscape & Utility Easement.

6.6. Church Tract. Notwithstanding anything herein to the contrary, if and for as long as the Church Tract is developed and used solely for Church Purposes, then the improvements thereon shall not be subject to plan submission, review and approval by the ACC as provided herein, except for any temporary and/or portable buildings to be situated thereon. Any temporary and/or portable buildings to be situated on the Church Tract shall comply with all ACC submission, review and approval procedures set forth herein. If and when the Church Tract is used for any purpose other than the Church Purposes, then all improvements situated on the Church Tract shall be subject to all ACC submission, review and approval procedures set forth herein.

### C. Recreation Center

6.7. Recreation Center Plat. Easements, conditions and restrictions, including but not limited to a Sanitary Control Easement (as defined below), exist on the Recreation Center as shown on the plat of the Recreation Center. *All such easements, conditions and restrictions shall be exceptions to the POA's title to the Recreation Center.*

The 0.1807 acre tract of land described in *Exhibit C-2* hereto was reserved by Declarant for the proposed location of a water well (the "Well Site"). In order to accommodate the proposed water well on the Well Site, Declarant granted a Sanitary Control Easement covering that portion of the Recreation Center within a 150 foot radius of the proposed water well, as described in that certain Sanitary Control Easement Agreement recorded in Volume 9474, Page 958-976 of the Official Public Records of Real Property of Bexar County, Texas (the "Sanitary Control Easement"). The following activities or uses are specifically prohibited within the Sanitary Control Easement:

- (1) Within 50 feet of the proposed water well: tile or concrete sanitary sewers; sewer appurtenances; septic tanks; storm sewers; cemeteries; and keeping or grazing of livestock; and
- (2) Within 150 feet of the proposed water well: underground petroleum and chemical storage tanks and liquid transmission pipelines; stock pens; feedlots; dump grounds; privies; cesspools; septic tank or sewage treatment drainfields; improperly constructed water wells of any depth; and, all other construction or operation that could create an insanitary condition within, upon and/or across the Well Site.

6.8. Drainage and Utility Easements. Drainage and/or utility easements upon or proximate to the Recreation Center may have been established by Declarant and may be established by the POA (collectively, "Recreation Easements"). If Recreation Easements were or are established, then the POA shall do no act or thing upon the Recreation Center which would divert, increase, accelerate or impede the flow of water over and across such Recreation Easement(s) or otherwise interfere with the use of such Recreation Easement(s). More specifically, and without limitation, the POA shall not:

- (1) Alter, change or modify the existing natural vegetation or design of any Recreation Easements in a manner that changes the character of the design or original environment of such Recreation Easements;
- (2) Alter, change or modify the existing configuration of any Recreation Easements; fill, excavate or terrace any Recreation Easements; or remove trees or other vegetation from any Recreation Easements without the prior written approval of the ACC;
- (3) Construct, erect or install a fence or other structure of any type or nature within or upon any Recreation Easements. However, fence(s) may be permitted within or upon a Recreation Easement if: (i) proper openings are incorporated in the fence(s) to accommodate the

flow of water over the Recreation Easement(s) as determined by a qualified engineer; and (ii) the ACC, any appropriate agency and/or Governmental Authority authorizes the construction of the fence(s).

(4) Permit storage (temporary or permanent) of any type upon or within any Recreation Easement; and/or

(5) Place, store or permit trash, garbage, leaves, limbs or other debris within or upon any Recreation Easement (whether on a temporary or permanent basis).

6.9. Use of Recreation Easements. The surface of any Recreation Easement for underground utility services may be used for planting of shrubbery, trees, lawns or flowers and for paving of driveways, unless otherwise specifically prohibited by the plat, the utility service or any other recorded easement. However, the Declarant, the POA and/or any utility service using any Recreation Easement shall not be liable for any damage done by them or their respective agents, employees, servants or assigns, to any vegetation or other improvements installed or maintained in or upon any Recreation Easement.

6.10. Access Easements. Declarant reserved for itself and each easement owner a right of ingress or egress across, over, and under the Recreation Center for the following purposes: (i) to install, replace, repair and maintain all facilities for utilities, including but not limited to water, sewer, telephone, electricity, gas, and appurtenances thereto; or (ii) to exercise any lawful right herein reserved or as needed to reasonably exercise rights as an easement owner, including the right to correct or remove any condition prohibited to be maintained under the terms hereof or such other instrument as may create the easement.

6.11. Emergency and Service Easements. An easement is hereby granted to police, fire protection, security, ambulance and other emergency and service vehicles to enter upon and/or in the Recreation Center in the performance of their duties, subject to all reasonable rules and regulations imposed by the POA.

## Article VII. Architectural Control Committee

7.1. Creation and Composition of the Architectural Control Committee. The Board, in its sole discretion, may serve as the ACC or appoint three (3) members to serve as members of the ACC. A majority of the ACC may act on behalf of the ACC, and no notice of any ACC meetings shall be required. ACC members shall not be entitled to compensation for their services rendered in such capacity.

7.2. Function of the ACC. No building, structure or other improvement of any character shall be erected, constructed, installed, placed, or altered (either by addition or deletion) on any of the following areas of the Property until plans and specifications in such form and detail as the ACC may deem necessary have been submitted to and approved in writing by the ACC as hereinafter provided:

- (a) Those areas within the Parkway maintained by the POA;
- (b) The Parkway Pedestrian, Landscape & Utility Easement;
- (c) The Recreation Center;
- (d) All residential subdivision entries and perimeter areas;
- (e) All areas dedicated for and/or maintained by the POA for landscaping, common use, recreation, drainage or utility easements; and
- (f) The Commercial Lots (collectively, the "ACC Review Areas").

Nothing herein shall be deemed or construed to require the submission to or approval by the ACC of any plans for dwellings or other improvements on Residential Lots.

The ACC shall have the power to employ professional consultants to assist it in discharging its duties hereunder. The decision of the ACC shall be final, conclusive, and binding upon the applicant.

7.3 Design Guidelines. The ACC has the right to establish enforceable Architectural Design Guidelines for the ACC Review Areas and to establish and enforce rules and regulations related to the use and maintenance thereof. Architectural Design Guidelines for the ACC Review Areas, Rules and Regulations of the POA, and the other documents and information which may affect an Owner, prospective Owner, or contractor are maintained at the offices of the POA. Each Owner and prospective Owner is advised to obtain these documents and carefully examine each of them in addition to this Amended & Restated Master Declaration to determine his/her rights and obligations.

7.4. Goal of the ACC. The goal of the ACC is to encourage the installation of landscaping and construction of improvements within the ACC Review Areas of good architectural design, quality and proper size compatible with the Property. Improvements should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, in the sole discretion of the ACC, create an attractive and harmonious blend with existing improvements and the natural surroundings and to promote the implementation of a simple, strong landscape setting, utilizing existing vegetation supplemented by native plants. The ACC may disapprove the construction or design of an improvement within the ACC Review Areas on purely aesthetic grounds where, in its sole discretion, such disapproval is required to protect the continuity of design or values of the Property and Owners, or to preserve the serenity and natural beauty of any surroundings. Prior judgments of the ACC regarding such matters of design or aesthetics shall not be deemed binding upon the ACC if the ACC feels that the repetition of such matters will have an adverse effect on the Property.

7.5. Powers. The ACC shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant, condition and restriction herein that may be vague, indefinite, uncertain or capable of more than one interpretation. Members of the ACC, their agents and/or representatives shall not be liable for any damage or injury to any part of the Property or for damage or loss arising out of their acts hereunder. The ACC's evaluation of plans is solely to determine compliance with the terms of this Amended & Restated Master Declaration and the aesthetics of the proposed improvements within the ACC Review Areas, and the ACC disclaims any responsibility to determine compliance with any applicable building code or other standard for construction. The ACC shall not be responsible for reviewing any plans or specifications from the standpoint of structural safety, engineering soundness, or conformance with building or other codes, nor shall the ACC's approval be deemed a verification of the structural safety, engineering soundness, or conformance of the improvements to which said plans pertain to building or other codes.

7.6. Procedures of the ACC. Within thirty (30) days after the ACC has received the plans for any building, structure or other improvements within the ACC Review Areas, together with written notice that the Owner desires to obtain ACC approval, the ACC shall notify Owner in writing whether the plans are approved or disapproved. If plans and specifications are not sufficiently complete or are otherwise inadequate, the ACC may reject them as being inadequate or may approve or disapprove them in part, conditionally or unconditionally, and reject the balance, or may notify the Owner that additional documents or information is required. If the submitted plans are deemed to be inadequate or not sufficient, then the thirty (30) day review period shall not commence until the ACC has received an adequate and sufficient set of plans. All matters requiring approval of the ACC (whether or not specifically addressed herein) shall require that such approval be in writing. In the event all plans have been submitted by the Owner and have not been approved or disapproved within thirty (30) days after being submitted, then the plans so submitted will be deemed to have been approved. However, a deemed approval shall not permit a violation of any of the terms of this Amended & Restated Master Declaration, nor extend to any deviation from or alteration to the plans actually submitted, nor to any matter requiring a written variance.

7.7. Submittal Requirements. The plan submittals to the ACC for any building, structure or other improvements within the ACC Review Areas shall be determined by the ACC, from time to time. Owners are advised that current procedures require the submission of all plans for landscaping, fencing, monuments, lighting and similar improvements within the ACC Review Areas, consisting of: (a) two sets of the plans and specifications for such improvements with the qualified professional contractor(s) listed; and (b) for landscaping plans, the name and size of all plants to be used and clear identification of locations.

7.8. Basis of Approval.

(a) Variations. The ACC shall have the right, but not the obligation, to grant variances and waivers relative to deviations and infractions of this Amended & Restated Master Declaration or to correct or avoid hardships to an Owner. Upon submission of a written request for same, the ACC may, from time to time, in its sole discretion, permit an Owner to construct, erect or install an Improvement within the ACC Review Areas, which is in variance from the covenants, restrictions or architectural standards that are provided in this Amended & Restated Master Declaration. In any case, however, the improvement with such variances must, in the ACC's sole discretion, blend effectively with the general architectural style and design of the Property and must not detrimentally affect the integrity of the Property or be incompatible with the natural surroundings. All requests for variances shall be in writing, shall be specifically indicated to be a request for variance, and shall indicate with specificity the particular standard sought to be varied and the nature of the variance requested. The ACC shall use reasonable efforts to review all variance requests within thirty (30) days after submission by Owner. In the event the ACC fails to notify the Owner in writing of its approval or rejection of any variance request within such thirty (30) day period, then the Owner shall send written notice to the ACC requesting such written response ("Second Request"). Only if the ACC fails to respond in writing to such Second Request within ten (10) days after the date thereof shall the request for variance be deemed approved. All other requests for variances shall be deemed to be disapproved if the ACC has not expressly and in writing approved such request. No member of the ACC shall be liable to any Owner for any claims, causes of action, or damages arising out of the grant of any variance to an Owner. No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. Each request for a variance submitted hereunder shall be reviewed independently of similar requests and the grant of a variance to any one Owner shall not constitute a waiver of the ACC's right to deny a similar variance to another Owner. The decisions of the ACC with respect to variances shall be final and binding upon the applicant. All variances, to be effective, must be in writing.

(b) Decisions Final. All decisions of the ACC shall be final and binding, and there shall not be revisions of any action of the ACC, except by procedure for injunctive relief when such action is patently arbitrary and capricious. In the event of construction of improvements or threatened construction of improvements in violation of this Amended & Restated Master Declaration, any Owner, the POA, and/or the ACC may file a lawsuit seeking to enjoin such construction or seek other relief against the Owner or builder responsible therefore; provided that each such offending party shall first be given written notice of the perceived violation and the opportunity to remedy the violation prior to the filing of suit. Neither the POA, the ACC, nor any member of the ACC shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner who believes himself adversely affected by this Amended & Restated Master Declaration by reason of mistake of judgment, negligence or nonfeasance in connection with the approval or disapproval of plans or requests for variance.

(c) Compliance Inspection and Enforcement. The ACC may, but is not required, to police and/or enforce compliance with those items reviewed by the ACC. The responsibility for the inspection of structural components including, but not limited to concrete, and building construction shall remain with the Owner. In the event the ACC determines that significant field discrepancies exist, the ACC shall notify the Owner immediately, in writing, of the nature and extent of the discrepancy. Written clarification must be supplied by the Owner to the ACC within ten (10) working days of receipt of the notification. In the event this clarification is not forthcoming or is determined to be inadequate by the ACC, then the ACC may, at its sole discretion, retain a private consultant, well versed in the subject matter, for the purpose of obtaining an outside opinion. All reasonable professional fees and expenses associated with this procedure may be assessed by the ACC against the Owner.

(d) Issuance of Acceptance Letter. Upon approval of plan submittals for any improvements within the ACC Review Areas, an acceptance letter will be issued by the ACC. The acceptance letter must be signed by the applicant and returned to the ACC before construction and/or modification of such improvements may begin. The acceptance letter will signify the Owner's agreement to the following: (i) construction of the improvements will be in accordance with the approved plans; (ii) any changes in the improvements after approval of plans by the ACC must be approved in writing by the ACC prior to construction of those changes; and (iii) regular inspections of the improvements may be made by a representative of the ACC.

(e) Failure of the ACC to Act. If the ACC fails to approve or to disapprove the submitted plans or to reject them as being inadequate within thirty (30) days after submittal thereof, it shall be conclusively presumed that the ACC has approved the plans for such improvements. If the submitted plans are not sufficiently complete or are otherwise inadequate, then the ACC may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

(f) Limitation of Liability. Neither the POA, the ACC, any of the members of the ACC, nor any representative or agent of the POA and/or ACC shall be liable in damages or otherwise to anyone submitting plans for approval or to any Owner affected by this Amended & Restated Master Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans.

(g) POA's ACC Authority. The ACC shall be duly constituted and shall continue to function for the entire duration of this Amended & Restated Master Declaration, including any extensions thereof. The Board has the right to appoint the members of the ACC. If the Board appoints members of the ACC, then the ACC shall: (1) be under the jurisdiction of the Board; (2) function as any other committee that may be formed by the Board; (3) receive its orders from the Board; and (4) follow guidelines in reporting to the Board, as deemed necessary by the Board. Furthermore, if the Board appoints members of the ACC, then upon the vote of a majority of the Board, the Board, in its sole discretion, may remove any appointed member of the ACC, name a replacement and fill vacancies on the ACC.

#### Article VIII. Disclaimers

*NO REPRESENTATIONS OR WARRANTIES ARE PROVIDED BY THE POA WITH RESPECT TO THE PROPERTY OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:*

8.1. "AS IS" Conveyance. Each prospective purchaser of any Lot ("Purchaser") is responsible for thoroughly inspecting and examining such Lot in which such Purchaser is interested, and for conducting such investigations of such Lot as such Purchaser may deem necessary for evaluation of the

acquisition of such Lot. By completing the acquisition of any Lot, each Purchaser is acknowledging that such Purchaser is acquiring such Lot on an "AS IS" and "WHERE IS" and "WITH ALL FAULTS" basis. By acquiring any such Lot, each Owner will be obligated to indemnify and hold harmless the POA, the ACC and their respective officers, directors, shareholders, partners, managers, contractors, employees, representatives and agents from and against any claims, costs, fees, expenses, damages or liabilities that an Owner and/or its family members, employees, guests, tenants, invitees, contractors and/or agents may suffer or incur as a result of, arising out of, or related to any condition on, in or under such Lot, including but not limited to caves, sinkholes, streets, trees, projectiles, drainage facilities and other dangerous objects, within or near any street, right-of-way, or drainage facilities. *Each current and future Owner does hereby unconditionally release and shall hold harmless and indemnify Declarant, the POA, the ACC and their respective officers, directors, shareholders, members, partners, contractors or agents from any known or unknown, present or future, claim, cause of action, costs, fees, expenses, damages and/or liabilities asserted by an Owner, an Owner's family member, any employee, guest, tenant, invitee, contractor and/or agent arising out of or related to any condition on, in, or under any part of the Property, including but not limited to caves, sinkholes, streets, trees, projectiles, drainage facilities and other dangerous objects.*

8.2. No Representations or Warranties. By the acceptance of a deed to any Lot, the Purchaser and/or Owner therein takes the property in "AS IS" condition, except for the warranties of title as provided and limited therein. The POA makes no representations as to the physical condition, layout, footage, expenses, zoning, presence of any hazardous substance or endangered species, or any other matter affecting or related to the Property, or any other warranties, express or implied, of merchantability, marketability, fitness or suitability for a particular purpose or otherwise except as set forth and limited herein. Any implied warranties are expressly disclaimed and excluded.

8.3. Security. No provision herein contained or referred to shall be construed as creating any warranty that the safety precautions and/or security to be provided by or paid for by the POA hereunder will not result in thefts, robberies and/or vandalism in or on the Property.

#### Article IX. Enforcement

9.1. Authority. The POA and/or any Owner have the right to enforce any provision of this Amended & Restated Master Declaration. No Owner shall have the right to compel or require the POA to enforce any provision of this Amended & Restated Master Declaration. Failure by the POA and/or the ACC to enforce any provision of this Amended & Restated Master Declaration shall in no event be deemed a waiver of the right to do so thereafter, nor will there exist any liability against the POA, the Board and/or the ACC for failing to enforce the same.

9.2. Remedies. If an Owner or an Owner's family member, tenant, guest, employee, agent or invitee fails to comply with any provision of this Amended & Restated Master Declaration, then the following remedies exist:

- i. Lawsuit. The POA and/or the ACC have authority (but no obligation) to bring an action against the Owner who is liable, at law or in equity, to recover sums due, for damages, for injunctive relief and/or for any other remedy available. The Owner shall be liable to the POA and/or ACC for all expenses and costs incurred in connection therewith, including but not limited to attorney's fees and court costs.
- ii. Reasonable Fines. The Board has authority (but no obligation) to assess and charge the Owner who is liable with a reasonable fine, so long as the Board: (a) established fine prior to the violation; and (b) complies with Chapter 209 of the TEXAS PROPERTY CODE. Said fines shall be a personal obligation of the Owner of the Lot

at the time when fine is assessed, a charge on the Lot, and a continuing lien upon the Lot, and may be enforced as provided in Section 5.7(a) herein.

- iii. Self-Help Remedy. The POA, the ACC and/or their agents/representatives have authority (but no obligation) to enter upon a Lot to remedy the violation, so long as: (a) the Owner was previously provided written notice of the violation; and (b) the violation continues for at least 10 days (whether or not consecutive). The POA, the ACC and their agents/representatives shall not be subject to any liability for trespass, other tort or damages in connection with or arising from exercise of this remedy. The POA and/or the ACC may charge the Owner who is liable the cost incurred in remedying the violation. Said cost shall be a personal obligation of the Owner of the Lot at the time when cost is charged, a charge on the Owner's Lot, a continuing lien upon the Owner's Lot, and may be enforced as provided in Section 5.7(a) herein.
- iv. Suspension. The POA has the authority (but no obligation) to suspend the right of a Residential Lot Owner, as well as such Owner's family members, tenants, guests, employees, agents and/or invitees, to use the Recreation Center for a period not to exceed thirty (30) days per violation. Prior to invoking such suspension, the POA must give the Residential Lot Owner written notice in accordance with TEX. PROP. CODE § 209.006. Each day a violation continues after notice thereof has been given to the Residential Lot Owner shall be deemed a separate violation. If the Residential Lot Owner requests a hearing pursuant to TEX. PROP. CODE § 209.007 and the Board (or a committee appointed by the Board, if any) determines the violation exists, then the POA's right to proceed with the suspension of privileges shall be absolute. The Residential Lot Owner shall be liable to the POA for all expenses and costs incurred in connection therewith, including but not limited to attorney's fees and court costs, if any.

9.3. Non-Compliant Conditions. All obligations contained in this Amended & Restated Master Declaration (including but not limited to the obligation to pay Assessments) shall be deemed to be of a continuing and continual nature. Each and every day that an Owner allows a condition to exist on his/her Lot, which condition is not in compliance with the provisions of this Amended & Restated Master Declaration, shall constitute a separate and individual violation hereof, and shall give rise to a new cause of action for such breach. The intended effect and express purpose of this provision shall be that every Owner, by accepting title to a Lot, hereby waives the affirmative defenses of statute of limitations, waiver, and laches with respect to covenant violations. Non-compliant conditions shall be allowed to exist on a Lot only upon the Owner obtaining a written variance from the POA and/or ACC, which the POA and ACC have no duty to provide.

#### Article X. Miscellaneous

10.1. Severability. The provisions of this Amended & Restated Master Declaration shall be deemed independent and severable. The invalidity (in whole or in part) of any provision of this Amended & Restated Master Declaration will not affect the validity and enforceability of any other provision. If any provision of this Amended & Restated Master Declaration shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other provision herein set forth shall remain valid and binding. In such event, the POA and all of the Owners shall, to the fullest extent possible, modify such void or unenforceable provision to the extent required to carry out the general intention of this Amended & Restated Master Declaration and to impart validity to such provision.

10.2. Amendment. This Amended & Restated Master Declaration may only be amended, from time to time, upon the written approval of:

- (a) fifty-one percent (51%) of the Directors of the Board of the POA; and
- (b) fifty-one percent (51%) of the total votes allocated to Members of the POA.

At least 14 days prior written notice of any such amendment must be provided to each Member of the POA.

10.3. Notice. Any notice that the Declaration permits or requires to be given shall be in writing and may be delivered by certified mail/return receipt requested or email. Notices shall be deemed to have been delivered properly if sent to an Owner's last known address or e-mail address (if any) that is reflected in the Association's records. If the Association's records do not reflect an Owner's e-mail address, notice must be delivered by certified mail/return receipt requested. If an Owner does not reside on his/her Lot, then he/she shall notify the Association in writing of his/her address at which to send notices. An Owner's failure to do so will result in all notices being sent to the address of the Lot.

10.4. Interpretation. If this Amended & Restated Master Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Amended & Restated Master Declaration shall govern.

10.5. Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Amended & Restated Master Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

10.6. Plural/Singular. Unless the context requires otherwise, the singular shall include the plural and the plural shall include the singular.

10.7. Gender. Unless the context requires otherwise, even if a word in this Amended & Restated Master Declaration is in the male or female gender, it shall be applicable to entities and individuals (male and female).

10.8. Term. The covenants and restrictions of this Amended & Restated Master Declaration shall run with and bind the Property until January 1, 2025, after which time they shall be automatically extended for successive periods of ten (10) years each, unless terminated by unanimous vote of the Board as reflected on a Notice of Termination recorded at that time in the Official Public Records of Real Property of Bexar County, Texas.

10.9. Captions. The captions employed herein are for convenience only and are not intended to in any way to limit or amplify the terms and provisions hereof.

10.10. Assignment. Declarant expressly reserved the right to assign its rights as Declarant hereunder, in whole or in part, to any successor-in-interest of its ownership of any of the Property or its rights of development of any of the Property, provided such assignment was evidenced in writing and signed by Declarant.

10.11. Counterpart. This Amended & Restated Master Declaration may be executed in multiple counterparts, each of which shall constitute an original and together shall constitute a single instrument.

10.12. Lienholders' Consent. Each of the current owners and holders of existing mortgages and liens upon and against the Property, or any portion thereof, have consented to, and joined in the execution of this Amended & Restated Master Declaration solely for the limited purposes set forth in the Lienholder's Consent executed by each such lienholder and attached hereto as *Exhibit E* and incorporated herein.

*[Signature Pages to Follow]*

IN WITNESS WHEREOF, we, the President and Secretary of Lookout Canyon Property Owners' Association, Inc., hereby certify that this Amended & Restated Master Declaration has been approved and adopted by the Members of Lookout Canyon Property Owners' Association, Inc. in accordance with the TEXAS BUSINESS ORGANIZATIONS CODE and the TEXAS PROPERTY CODE as of the Effective Date set forth above.

Lookout Canyon Property Owners' Association, Inc., a Texas non-profit corporation

By: Keith Lindsey  
Keith Lindsey, President

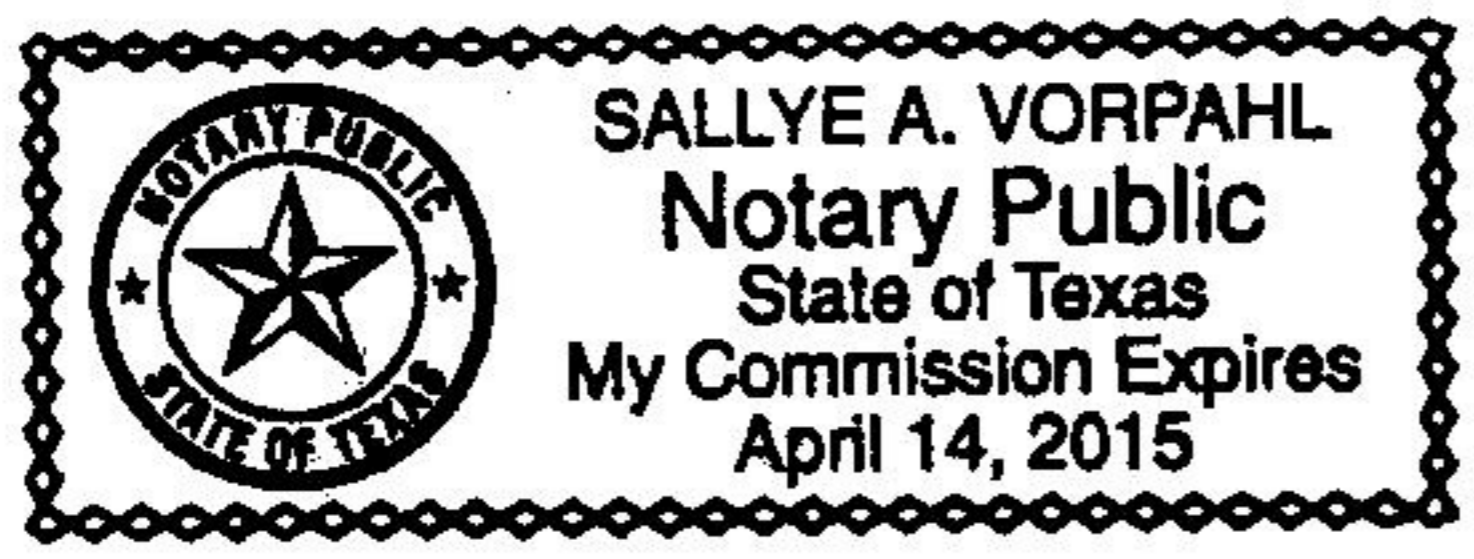
STATE OF TEXAS

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COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Keith Lindsey, President of Lookout Canyon Property Owners' Association, Inc., a Texas non-profit corporation, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Given under my hand and seal of office, this 16<sup>th</sup> day of August, 2012.



Sallye A. Vorpaahl  
Notary Public, State of Texas

ATTEST:

By: Ralph Welsh  
Ralph Welsh, Secretary

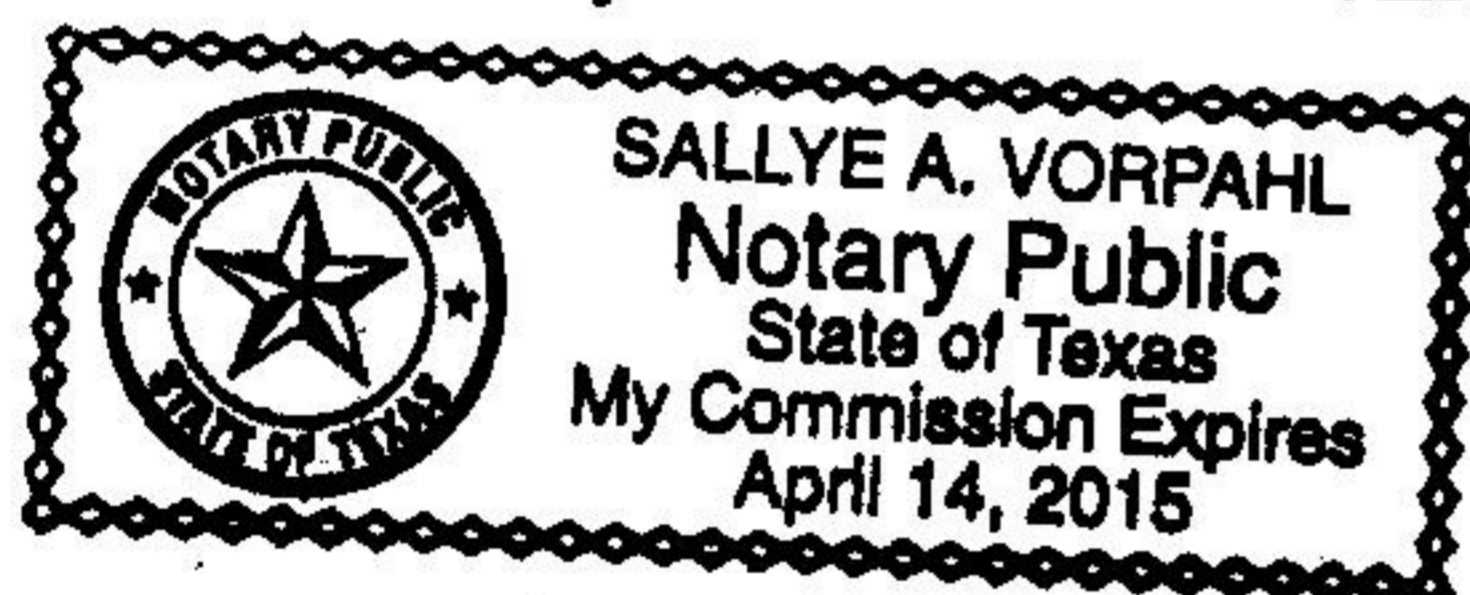
STATE OF TEXAS

§  
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COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Ralph Welsh, Secretary of Lookout Canyon Property Owners' Association, Inc., a Texas non-profit corporation, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein expressed.

Given under my hand and seal of office, this 10th day of August, 2012.



Sallye A. Vorpaahl  
Notary Public, State of Texas

After recording return to:  
Buck Benson  
Pulman, Cappuccio, Pullen & Benson, LLP  
2161 N.W. Military #400  
San Antonio, Texas 78212

# **Exhibit A**

EXHIBIT A  
Tract II (91.10 acres)



FIELD NOTES  
FOR

A 91.10 acre, (3,968,500 square feet) tract of land being partially out of a 57.04 acre tract and partially out of an 82.47 acre tract, both described in Special Warranty Deed recorded in Volume 8541, Pages 2039-2046, of the Official Public Records of Real Property of Bexar County, Texas, being also out of the H.J. Hoppertz Survey No. 417 4/8, Abstract 934, County Block 4865, and the Beaty Seale & Forwood Survey No. 417 3/8, Abstract 109, County Block 4848, Bexar County, Texas, said 91.10 acre tract of land being further described by metes and bounds as follows:

**BEGINNING:** At a found 1/2" iron rod with yellow cap marked "Pape-Dawson" at the northwest corner of a 362.8 acre tract described in instrument recorded in Volume 7141, Pages 424-438, the southeast corner of a 349.8 acre tract described in instrument recorded in Volume 8190, Pages 1253-1263, the northeast corner of an 847.1 acre tract described in instrument recorded in Volume 6916, Page 1262, all in the Official Public Records of Real Property of Bexar County, Texas, the southwest corner of said 82.47 acre tract, and the southwest corner of the herein described tract;

**THENCE:** With the east line of said 349.8 acre tract, the following:

N 07°45'20" E, (bearings are based on the deed of a 16.03 acre variable width access easement described in special warranty deed recorded in Volume 8190, Pages 1281-1299 of the Official Public Records of Real Property of Bexar County, Texas) a distance of 17.01 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at a point of curvature;

Northeasterly, with a curve to the right, said curve having a radius of 250.00 feet, a central angle of 24°41'34", a chord bearing and distance of N 20°06'07" E, 106.91 feet, and an arc length of 107.74 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at a point of tangency;

N 32°26'53" E, a distance of 17.49 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at a point of curvature;

Northeasterly, with a curve to the left, said curve having a radius of 100.00 feet, a central angle of 42°50'25", a chord bearing and distance of N 11°01'41" E, 73.04 feet, and an arc length of 74.77 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at a point of tangency;  
and

ML8799 P0229

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N 10°23'31" W, a distance of 152.26 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;

THENCE:

Departing from the east line of said 349.8 acre tract, and with the west and northwest line said 82.47 acre tract and with the east line of a 45.03 acre tract described in instrument recorded in Volume 8158, Pages 356-362 of the Official Public Records of Real Property of Bexar County, Texas, the following:

N 34°06'07" E, a distance of 345.63 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;

N 33°21'56" E, a distance of 242.67 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;

N 44°34'20" E, a distance of 330.84 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;

N 56°22'02" E, a distance of 189.85 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;

N 38°41'45" E, a distance of 211.22 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;

N 44°32'10" E, a distance of 1216.78 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point; and

N 34°16'33" E, a distance of 135.41 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson" on the south line of said 16.03 acre variable width access easement, said point being a point of curvature of a non-tangent curve, and the northwest corner of the herein described tract of land;

THENCE:

Southeasterly, departing from the east line of said 45.03 acre tract, along and with said south line of the variable width access easement with a curve to the right, said curve having a radial bearing of S 06°15'51" W, a radius of 1150.00 feet, a central angle of 14°26'37", a chord bearing and distance of S 76°30'51" E, 289.13 feet, and an arc length of 289.90 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at a point of tangency;

VOL 8799 PG 0230

- THENCE: S 69°17'32"E, continuing along said south line of the variable width access easement, a distance of 781.56 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at point of curvature of a non-tangent curve, said point being the northeast corner of the herein described tract;
- THENCE: Departing from said south line of the variable width access easement, southwesterly with a curve to the left, said curve having a radial bearing of S 20°42'28" W, a radius of 15.00 feet, a central angle of 92°51'49", a chord bearing and distance of S 64°16'33" W, 21.74 feet, and an arc length of 24.31 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at point of reverse curvature;
- THENCE: Southwesterly, with a curve to the right, said curve having a radius of 380.00 feet, a central angle of 32°24'55", a chord bearing and distance of S 34°03'06" W, 212.13 feet, and an arc length of 214.99 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at point of compound curvature;
- THENCE: Southwesterly, with curve to the right, said curve having a radius of 800.00 feet, a central angle of 14°20'12", a chord bearing and distance of S 57°25'40" W, 199.66 feet, and an arc length of 200.18 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at point of reverse curvature;
- THENCE: Southwesterly, with a curve to the left, said curve having a radius of 400.00 feet, a central angle of 39°30'55", a chord bearing and distance of S 44°50'19" W, 270.43 feet, and an arc length of 275.87 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at point of tangency;
- THENCE: S 25°04'52"W, a distance of 133.71 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;
- THENCE: S 49°17'00"E, a distance of 857.52 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;
- THENCE: S 45°55'44"W, a distance of 142.52 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;
- THENCE: S 55°16'11"W, a distance of 117.87 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;

ML 8799 RB0231

- THENCE: S 52°15'53"W, a distance of 94.91 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;
- THENCE: S 55°04'17"W, a distance of 120.04 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;
- THENCE: S 62°45'34"W, a distance of 87.31 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;
- THENCE: S 55°29'44"W, a distance of 88.14 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;
- THENCE: S 56°06'20"W, a distance of 74.57 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;
- THENCE: S 50°25'01"W, a distance of 58.39 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;
- THENCE: S 60°14'11"W, a distance of 97.45 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;
- THENCE: S 56°31'36"W, a distance of 103.14 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;
- THENCE: S 50°24'02"W, a distance of 115.26 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;
- THENCE: S 43°36'51"W, a distance of 25.96 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;
- THENCE: S 16°26'54"W, a distance of 38.14 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;
- THENCE: S 26°09'03"W, a distance of 116.01 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" on the north line of Summerglen, Unit-3A as recorded in Volume 9547, Pages 68-69 of the Deed and Plat Records of Bexar County, Texas, said point also being the southeast corner of the herein described tract;
- THENCE: With the north line of said Summerglen, Unit-3A and the north line of Summerglen, Unit-4, as recorded in Volume 9549, Pages 7-9 of the Deed and Plat Records of Bexar County, Texas, and the north line of said 362.8 acre tract the follow calls and distances:

198799 PG 232

S 89°05'36"W, a distance of 485.21 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;

S 89°31'58"W, a distance of 932.94 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point;

S 88°53'27" W, a distance of 136.35 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", at an angle point; and

S 89°54'43"W, a distance of 398.80 feet to the POINT OF BEGINNING and containing 91.10 acres of land, said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

Prepared by: Pape-Dawson Engineers, Inc.  
Job No.: 5046-08  
Date: December 15, 2000  
Doc. ID.: 201601WDRDF1A001200A1.DOC



YML 8799 980233



EXHIBIT A  
Tract XII (45.03 acres)  
FIELD NOTES

FOR

A 45.03 acre, or 1,961,500 square feet, tract of land out of the 468.0 acre tract described in Special Warranty Deed recorded in Volume 7946, Pages 1749-1759 of the Official Public Records of Real Property of Bexar County, Texas. Said 45.03 acre tract being out of the H.J. Huppertz Survey No. 417 4/8, Abstract 934, County Block 4865, and the Beaty Seale & Forwood Survey No. 417 3/8, Abstract 109, County Block 4848; in Bexar County, Texas. Said 45.03 acre tract being further described by metes and bounds as follows:

COMMENCING: At a found 1/2" iron rod with yellow cap marked "Pape-Dawson", said point being the northwest corner of a 362.8 acre tract described in Instrument recorded in Volume 7141, Pages 424-433 of the Official Public Records of Real Property of Bexar County;

THENCE: N 07°45'20" E (bearings are based on Texas State Plane Coordinate System Grid Bearings for Texas South Central Zone, North American Datum of 1983); a distance of 17.01 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson" at a point of curvature;

THENCE: Northerly, and northeasterly, with a curve to the right, said curve having a radius of 250.00 feet, a central angle of 24°41'34", a chord bearing and distance of N 20°06'07" E, 106.91 feet, and an arc length of 107.74 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson" at a point of tangency;

THENCE: N 32°26'53" E, a distance of 17.49 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson" at a point of curvature;

THENCE: Northeasterly, and northerly, with a curve to the left, said curve having a radius of 100.00 feet, a central angle of 42°50'25", a chord bearing and distance of N 11°01'41" E, 73.04 feet, and an arc length of 74.77 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson" at a point of tangency;

THENCE: N 10°23'31" W, a distance of 152.26 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson," at a point of curvature, said point being the south corner and the POINT OF BEGINNING of the herein described tract;

THENCE: Northerly, and northwesterly, with a curve to the left, said curve having a radial bearing of S 79°36'29" W, a radius of 175.00 feet, a central angle of 56°21'55", a chord bearing and distance of N 38°34'29" W, 165.30 feet, and an arc length of 172.16 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson" at a point of tangency;

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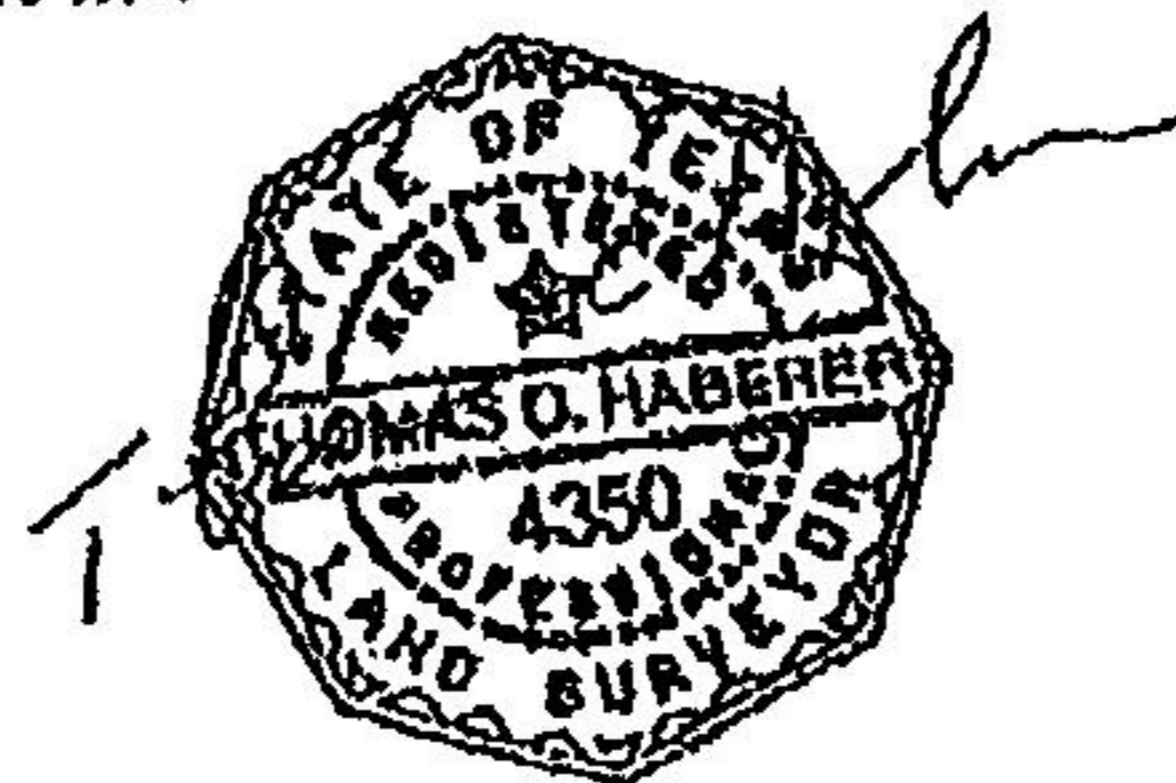
- THENCE: N 66°45'26" W, a distance of 158.56 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: N 60°34'07" W, a distance of 71.53 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson" at a point of curvature;
- THENCE: Northwesterly, and northerly, with a curve to the right, said curve having a radius of 600.00 feet, a central angle of 60°20'51", a chord bearing and distance of N 30°23'41" W, 603.15 feet, and an arc length of 631.96 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson" at a point of tangency;
- THENCE: N 00°13'16" W, a distance of 193.04 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson" at a point of curvature;
- THENCE: Northerly, and northwesterly, with a curve to the left, said curve having a radius of 850.00 feet, a central angle of 22°21'49", a chord bearing and distance of N 11°24'10" W, 329.67 feet, and an arc length of 331.77 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson" at a point of tangency;
- THENCE: N 22°35'05" W, a distance of 51.57 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: N 04°25'24" W, a distance of 132.19 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson" at a point on curve of a non-tangent curve; said point being the northwest corner of the herein described tract;
- THENCE: Easterly, with a curve to the right, said curve having a radial bearing of S 00°03'34" W, a radius of 3150.00 feet, a central angle of 05°07'43", a chord bearing and distance of S 87°22'34" E, 281.87 feet, and an arc length of 281.97 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at a point of tangency;
- THENCE: S 84°48'43" E, a distance of 313.94 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at a point of curvature;
- THENCE: Easterly, and northeasterly, with a curve to the left, said curve having a radius of 1050.00 feet, a central angle of 32°04'10", a chord bearing and distance of N 79°09'12" E, 580.06 feet, and an arc length of 587.70 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at a point of tangency;
- THENCE: N 63°07'07" E, a distance of 764.61 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at a point of curvature;

ME 8799 P10235

THENCE: Northeasterly, and easterly, with a curve to the right, said curve having a radius of 1150.00 feet, a central angle of  $33^{\circ}08'43''$ , a chord bearing and distance of  $N 79^{\circ}41'29'' E$ , 656.03 feet, and an arc length of 665.27 feet to a set  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" at a point of intersection with a non-tangent line at the north corner of a 140.4 acre tract described in Special Warranty Deed in Volume 7878, Pages 1299-1306 of the official public record of Bexar County, Texas;

THENCE: Departing the south line of the said 468.0 acre tract and with west line of said 140.4 acre tract the following:  
S  $34^{\circ}16'33''$  W, a distance of 135.41 feet to a set  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";  
S  $44^{\circ}32'10''$  W, a distance of 1216.78 feet to a set  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";  
S  $38^{\circ}41'45''$  W, a distance of 211.22 feet to a set  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";  
S  $56^{\circ}22'02''$  W, a distance of 189.85 feet to a set  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";  
S  $44^{\circ}34'20''$  W, a distance of 330.84 feet to a set  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";  
S  $33^{\circ}21'56''$  W, a distance of 242.67 feet to a set  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson";  
S  $34^{\circ}06'07''$  W, a distance of 345.63 feet to a set  $\frac{1}{2}$ " iron rod with yellow cap marked "Pape-Dawson" to the POINT OF BEGINNING and containing 45.03 acres of land in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: September 13, 1999  
JOB No.: 4593-03  
DOC.ID.: 4593103WORDFIELD NOTES990415A3\_2



ML 8799 P0236

EXHIBIT A  
Tract IV (71.18 acres)



FIELD NOTES  
FOR

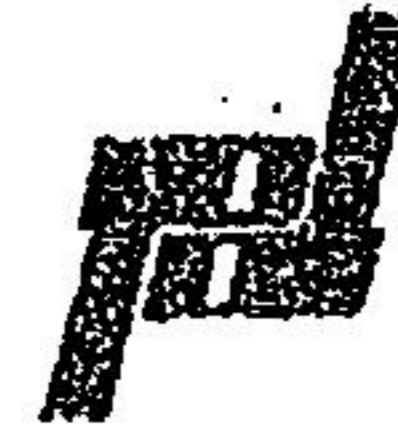
A 71.18 acre, (3,100,500 square foot), tract of land out of the 468.0 acre tract described in Special Warranty Deed recorded in Volume 7946, Pages 1749-1759 of the Official Public Records of Real Property of Bexar County, Texas; being also out of the H.J. Huppertz Survey No. 417 4/8, Abstract 934, County Block 4865, and the Beaty Seale & Forwood Survey No. 417 3/8, Abstract 109, County Block 4848, Bexar County, Texas, and being further described by metes and bounds as follows:

- BEGINNING:** At a found ½ inch iron rod, the northwest corner of the above referenced 468.0 acre tract;
- THENCE:** S 89°38'32" E, (bearings are based on Texas State Plane Coordinate System Grid Bearings for Texas South Central Zone, North American Datum of 1983), a distance of 814.53 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", the northeast corner of the herein described tract, a corner of a remaining portion of the 516.475 acre tract recorded in Volume 5474, Pages 955-960, Official Public Records of Real Property of Bexar County, Texas;
- THENCE:** S 00°21'28" W, a distance of 290.00 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", a corner;
- THENCE:** S 89°38'32" E, a distance of 102.95 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", a corner;
- THENCE:** S 00°21'28" W, a distance of 820.62 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", an angle;
- THENCE:** S 42°45'53" E, a distance of 922.08 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", an angle;
- THENCE:** S 63°07'07" W, a distance of 764.61 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", the beginning of a curve to the right;
- THENCE:** 531.73 feet with the curve to the right, said curve having a radius of 950.00 feet, a central angle of 32°04'10", a chord bearing and length of S 79°09'12" W, 524.82 feet, to a set ½" iron rod with yellow cap marked "Pape-Dawson", the end of the curve;
- THENCE:** N 84°48'43" W, a distance of 313.94 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", the beginning of a curve to the left;
- THENCE:** 292.60 feet, with the curve to the left, said curve having a radius of 3250.00 feet, a central angle of 05°09'30", a chord bearing and length of N 87°23'28" W, 292.50 feet, to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", a point on the west line of the referenced 468.0

ME 8799 P60237

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acre tract, the east line of a remaining portion of the referenced 516.475  
acre tract, the southwest corner of the herein described tract;

**THENCE:**

With the east line of the remaining portion of the 516.475 acre tract, the  
west line of the 468.0 acre tract and west line of the herein described  
tract, the following:

N 04°20'02" E, a distance of 103.14 feet to a found ½ inch iron rod with  
yellow cap marked "Pape-Dawson", the beginning of a curve to the left;

108.98 feet, with the curve to the left, said curve having a radius of  
200.00 feet, a central angle of 31°13'12", a chord bearing and length of  
N 11°16'34" W, 107.64 feet, to a found ½ inch iron rod with yellow cap  
marked "Pape-Dawson", the end of the curve;

N 26°53'10" W, a distance of 182.70 feet to a found ½ inch iron rod with  
yellow cap marked "Pape-Dawson", an angle;

N 49°52'14" W, a distance of 245.22 feet to a found ½ inch iron rod with  
yellow cap marked "Pape-Dawson", an angle;

N 34°06'41" W, a distance of 337.96 feet to a found ½ inch iron rod with  
yellow cap marked "Pape-Dawson" an angle;

N 23°02'05" E, a distance of 73.39 feet to a found ½ inch iron rod with  
yellow cap marked "Pape-Dawson" an angle;

N 07°46'38" E, a distance of 92.76 feet to a found ½ inch iron rod with  
yellow cap marked "Pape-Dawson" an angle;

N 22°05'56" E, a distance of 27.81 feet to a found ½ inch iron rod with  
yellow cap marked "Pape-Dawson" an angle;

N 28°51'37" E, a distance of 114.54 feet to a found ½ inch iron rod with  
yellow cap marked "Pape-Dawson" an angle;

N 33°35'44" E, a distance of 216.27 feet to a found ½ inch iron rod with  
yellow cap marked "Pape-Dawson", an angle;

N 38°42'08" E, a distance of 260.39 feet to a found ½ inch iron rod with  
yellow cap marked "Pape-Dawson", an angle;

S 81°12'06" E, a distance of 41.16 feet to a found ½" iron rod with  
yellow cap marked "Pape-Dawson", the beginning of a curve to the left;

175.98 feet with the curve to the left, said curve having a radius of  
125.00 feet, a central angle of 80°39'55", a chord bearing and length of  
N 58°27'57" E, 161.81 feet, to a found ½ inch iron rod with yellow cap  
marked "Pape-Dawson", the end of the curve;

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N 18°07'59" E, a distance of 136.16 feet to a found ½ inch iron rod with yellow cap marked "Pape-Dawson", an angle;

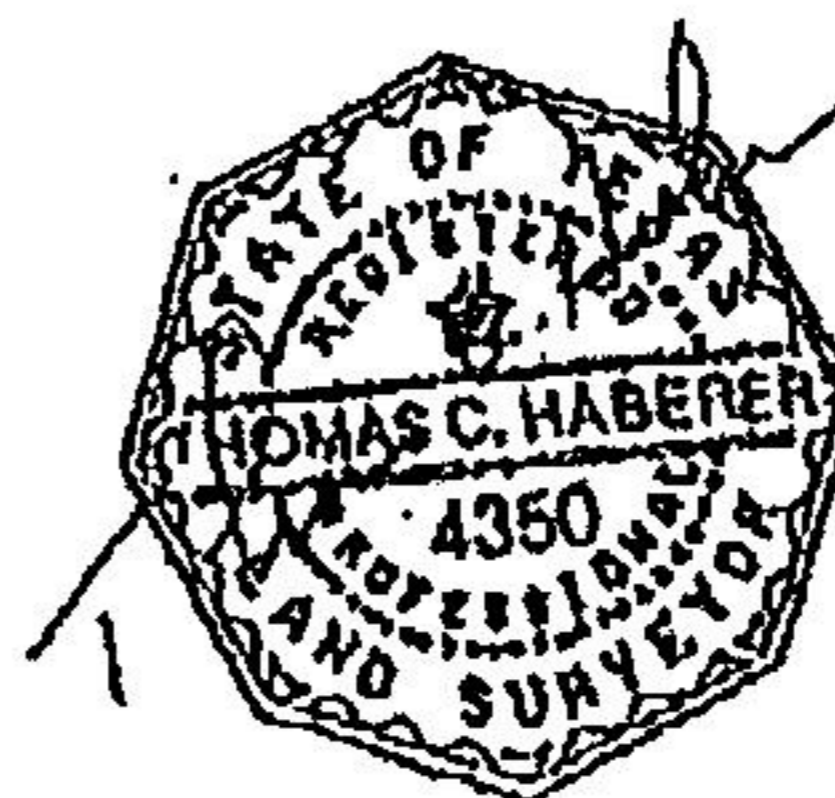
N 09°33'38" E, a distance of 111.30 feet to a found ½ inch iron rod with yellow cap marked "Pape-Dawson", an angle;

N 27°35'30" E, a distance of 215.00 feet to a found ½ inch iron rod with yellow cap marked "Pape-Dawson", the beginning of a curve to the left;

THENCE:

216.89 feet, with the curve to the left, said curve having a radius of 250.00 feet, a central angle of 49°42'25", a chord bearing and length of N 02°44'17" E, 210.15 feet, to the POINT OF BEGINNING and containing 71.18 acres. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: September 22, 1999  
JOB No.: 4593-03  
DOC.ID.: 459303WORD\FIELD NOTES\990413A4



08799 080239

PAPE-DAWSON ENGINEERS, INC.

655 East Ramsey | San Antonio, Texas 78216 | Phone: 210.375.9000 | Fax: 210.375.9010 | <http://pape-dawson.com>

EXHIBIT A  
Tract VA (59.18 acres)



FIELD NOTES  
FOR

A 59.18 acre, (2,578,000 square foot), tract of land out of the 468.0 acre tract described in Special Warranty Deed recorded in Volume 7946, Pages 1749-1759 of the Official Public Records of Real Property of Bexar County, Texas; being also out of the H.J. Huppertz Survey No. 417 4/8, Abstract 934, County Block 4865, and the Beaty Scale & Forwood Survey No. 417 3/8, Abstract 109, County Block 4848, Bexar County, Texas, and being further described by metes and bounds as follows:

- COMMENCING:** At a found 1/2 inch iron rod, the southwest corner of Lot 21 and the southeast corner of Lot 22 of the Estates at Stonegate, as recorded in Volume 9506, Pages 53-55 of the Deed and Plat Records of Bexar County, Texas;
- THENCE:** S 21°13'11" W (bearings are based on Texas State Plane Coordinate System Grid Bearings for Texas South Central Zone, North American Datum of 1983), a distance of 32.44 feet to a set 1/2 inch iron rod with yellow cap marked "Pape-Dawson", the most northerly northwest corner and POINT OF BEGINNING of the herein described tract;
- THENCE:** S 89°38'32" E, a distance of 1421.76 feet to a set 1/2 inch iron rod with yellow cap marked "Pape-Dawson", the northeast corner of the herein described tract;
- THENCE:** S 00°21'28" W, a distance of 702.82 feet to a set 1/2 inch iron rod with yellow cap marked "Pape-Dawson" an angle in the east line of this tract;
- THENCE:** S 33°48'36" E, a distance of 304.38 feet to a set 1/2 inch iron rod with yellow cap marked "Pape-Dawson", an angle in the east line of this tract;
- THENCE:** S 10°51'38" W, a distance of 220.38 feet to a set 1/2 inch iron rod with yellow cap marked "Pape-Dawson", an angle in the east line of this tract;
- THENCE:** S 29°02'50" W, a distance of 319.28 feet to a set 1/2 inch iron rod with yellow cap marked "Pape-Dawson", an angle in the east line of this tract;

YML 8799 PG 0240

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555 East Hensley | San Antonio, Texas 78216 | Phone: 210.375.9000 | Fax: 210.375.9010 | info@pape-dawson.com

FIELD NOTES  
59.18 Acre Tract  
Page 2 of 2

- THENCE: S 43°05'36" W, a distance of 282.48 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", the southeast corner of the herein described tract, a point on a curve to the left;
- THENCE: 777.01 feet with the curve to the left, said curve having a radial bearing of S 11°49'52" W, a radius of 1150.00 feet, a central angle of 38°42'45", and a chord bearing and length of S 82°28'30" W, 762.31 feet, to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", the end of the curve;
- THENCE: N 63°07'07" W, a distance of 44.09 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", the southwest corner of the herein described tract;
- THENCE: N 42°45'53" W, a distance of 922.08 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" an angle in the west line of this tract;
- THENCE: N 00°21'28" E, a distance of 820.62 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", a point on a remaining portion of a 516.475 acre tract recorded in Volume 5474, Pages 955-960, Official Public Records of Real Property of Bexar County, Texas; the most westerly northwest corner of the herein described tract;
- THENCE: S 89°38'32" E, a distance of 217.05 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";
- THENCE: N 00°21'28" E, a distance of 290.00 feet to the POINT OF BEGINNING, containing 59.18 acres. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers Inc.

Prepared by: Pape-Dawson Engineers, Inc.  
Job No.: 4593-03  
Date: September 22, 1999  
Doc. Id.: 4392031W-0FIELD NOTES 090226A1



TM 8799 PM 0241

EXHIBIT A  
Tract VB (68.25 acres)



FIELD NOTES  
FOR

A 68.25 acre, (2,973,000 square foot), tract of land out of the 468.0 acre tract described in Special Warranty Deed recorded in Volume 7946, Pages 1749-1759 of the Official Public Records of Real Property of Bexar County, Texas; being also out of the H.J. Huppertz Survey No. 417 4/8, Abstract 934, County Block 4865, Bexar County, Texas, and being further described by metes and bounds as follows:

- COMMENCING:** At a found 1/2" iron rod, said point being the northwest corner of a 8.97 acre tract recorded in Volume 7051, Pages 1352-1354 of the Official Public Records of Real Property of Bexar County, Texas, and also being on the east line of the aforementioned 468.0 acre tract;
- THENCE:** N 41°44'23" E, (bearings are based on Texas State Plane Coordinate System Grid Bearings for Texas South Central Zone, North American Datum of 1983), along the east line of the said 468.0 acre tract, a distance of 41.12 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the POINT OF BEGINNING of the herein described tract;
- THENCE:** S 87°36'42" W, a distance of 171.11 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";
- THENCE:** S 82°07'46" W, a distance of 402.83 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";
- THENCE:** S 61°09'16" W, a distance of 1187.36 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";
- THENCE:** S 20°42'28" W, a distance of 532.19 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the south corner of this tract;
- THENCE:** N 69°17'32" W, a distance of 125.00 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";
- THENCE:** N 20°42'28" E, a distance of 12.78 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the beginning of a curve to the left;
- THENCE:** 471.24 feet with the curve to the left, said curve having a radius of 300.00 feet, a central angle of 90°00'00", a chord bearing and length of N 24°17'32" W, 424.26 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the end of the curve;
- THENCE:** N 69°17'32" W, a distance of 441.43 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the southwest corner of this tract;
- THENCE:** N 29°02'50" E, a distance of 253.23 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

YM 8799 180242

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FIELD NOTES  
68.25 Acre Tract  
Page 2 of 2

- THENCE: N 10°51'38" E, a distance of 220.38 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: N 33°48'36" W a distance of 304.38 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: N 00°21'28" E, a distance of 702.82 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the northwest corner of this tract;
- THENCE: S 89°38'32" E, a distance of 258.24 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S 00°21'28" W, a distance of 290.00 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S 89°38'32" E, a distance of 320.00 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: N 00°21'28" E, a distance of 290.00 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S 89°38'32" E, a distance of 1680.00 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S 00°21'28" W, a distance of 290.00 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S 89°38'32" E, a distance of 320.00 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson" on the east line of the aforementioned 468.0 acre tract, a point on the west line of a remaining portion of the 516.475 acre tract described in special warranty deed recorded in Volume 5474, Pages 955-960 of the official public record of Bexar County, Texas;
- THENCE: S 08°00'06" W, along the east line of said 468.0 acre tract, the west line of the portion of the 516.475 acre tract, a distance of 558.87 feet to the POINT OF BEGINNING containing 68.25 acres. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: September 28, 1999  
JOB No.: 4593-03  
DOC.ID.: 459303\WORD\FIELD NOTES\990450A5-B



ML 8799 PE0243

EXHIBIT A  
Tract VB (5.249 acres)



FIELD NOTES  
FOR

A 5.249 acre, (228,650 square foot), tract of land out of the 468.0 acre tract described in Special Warranty Deed recorded in Volume 7946, Pages 1749-1759 of the Official Public Records of Real Property of Bexar County, Texas; being also out of the H.J. Huppertz Survey No. 417 4/8, Abstract 934, County Block 4865, Bexar County, Texas, and being further described by metes and bounds as follows:

- COMMENCING:** At a found 1/2" iron rod on the curved west right-of-way line of U.S. Highway 281, a 200-foot right-of-way, the southeast corner of the 2.000 acres known as Parcel P-11 in Quitclaim Deed recorded in Volume 4715, Pages 389-395 of the Official Public Records of Real Property of Bexar County, Texas;
- THENCE:** 125.63 feet with the west right-of-way line of U.S. Highway 281, the east line of the above referenced 2.000 acre tract, and a curve to the left, said curve having a radial bearing of N 82°35'42" E (bearings are based on Texas State Plane Coordinate System Grid Bearings for Texas South Central Zone, North American Datum of 1983), a radius of 2924.79 feet, a central angle of 02°27'40", and a chord bearing and length of S 08°38'08" E, 125.62 feet, to a point;
- THENCE:** S 79°09'15" W, a distance of 150.43 feet to a point at the beginning of a curve to the right;
- THENCE:** 875.77 feet westerly then northwesterly, with a curve to the right, said curve having a radius of 650.00 feet, a central angle of 77°11'48", a chord bearing and distance of S 62°14'51" E, 811.01 feet, to a point;
- THENCE:** N 23°38'57" W, a distance of 876.01 feet to a point at the beginning of a curve to the left;
- THENCE:** 995.78 feet northwesterly then westerly, with a curve to the left, said curve having a radius of 1250.00 feet, a central angle of 45°38'36", a chord bearing and distance of S 46°28'14" E, 969.66 feet, to a point;
- THENCE:** N 69°17'32" W, a distance of 199.01 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the southeast corner and POINT OF BEGINNING of the herein described tract;
- THENCE:** S 69°17'32" E, a distance of 681.14 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson" the beginning of a curve to the left;
- THENCE:** 1789.16 feet, with the curve to the left, said curve having a radius of 1150 feet, a central angle of 08°52'35", a chord bearing and distance of N 73°43'50" W, 177.98 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" at a point of intersection of a non-tangent line, the southwest corner of this tract;

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68.25 Acre Tract  
Page 2 of 2

- THENCE: N 43°05'36" E, a distance of 282.48 feet to a found 1/4" iron rod with yellow cap marked "Pape-Dawson", an angle;
- THENCE: N 29°02'50" E, a distance of 66.05 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", the northwest corner of this tract;
- THENCE: S 69°17'32" E, a distance of 441.43 feet to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", the beginning of a curve to be right;
- THENCE: 471.24 feet, with the curve to the right, which has a radius of 300 feet, a central angle of 90°00'00", a chord bearing and length of S 24°17'32" W, 424.26 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the end of the curve;
- THENCE: N 20°42'28" E, a distance of 12.78 feet to the POINT OF BEGINNING and containing 5.249 acres. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: September 28, 1999  
JOB No.: 4593-03  
DOC.ID.: 459303\WORD\FIELD NOTES\990430A1-BREC



YML8799 PG0245

EXHIBIT A  
Tract VIA (35.93 acres)



FIELD NOTES  
FOR

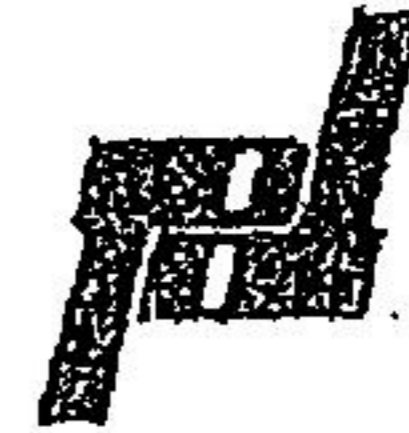
A 35.93 acre, (1,565,000 square foot), tract of land out of the 468.0 acre tract described in Special Warranty Deed recorded in Volume 7946, Pages 1749-1759 of the Official Public Records of Real Property of Bexar County, Texas; being also out of the H.J. Huppertz Survey No. 417 4/8, Abstract 934, County Block 4865, Bexar County, Texas, and being further described by metes and bounds as follows:

- BEGINNING:** At a found ½ inch iron rod, the northwest corner of a 4.436 acre tract recorded in Volume 6626, Pages 691-693, Official Public Records of Real Property of Bexar County, Texas, the southwest corner of an 8.97 acre tract recorded in Volume 7501, Pages 1352-1354, Official Public Records of Real Property of Bexar County, Texas, a point on the east line of the herein described tract;
- THENCE:** S 06°39'22" W, (bearings are based on Texas State Plane Coordinate System Grid Bearings for Texas South Central Zone, North American Datum of 1983), a distance of 85.54 feet with the west line of the referenced 4.436 acre tract, to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" the southeast corner of the herein described tract, from which the southwest corner of the 4.436 acre tract bears S 06°39'22" W, 376.48 feet;
- THENCE:** S 89°51'29" W, a distance of 452.22 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", an angle;
- THENCE:** S 61°09'16" W, a distance of 345.29 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" an angle;
- THENCE:** S 45°02'17" W, a distance of 449.34 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", the south corner of this tract, a non-tangent point on a curve to the left;
- THENCE:** 663.54 feet with the curve to the left, said curve having a radial bearing of S 51°07'19" W, radius of 1250 feet, a central angle of 30°24'51", and a chord bearing and length of N 54°05'07" W, 655.77 feet, to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", the end of the curve;
- THENCE:** N 69°17'32" W, a distance of 74.00 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", the southwest corner of this tract;
- THENCE:** N 20°42'28" E, a distance of 532.19 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", an angle;

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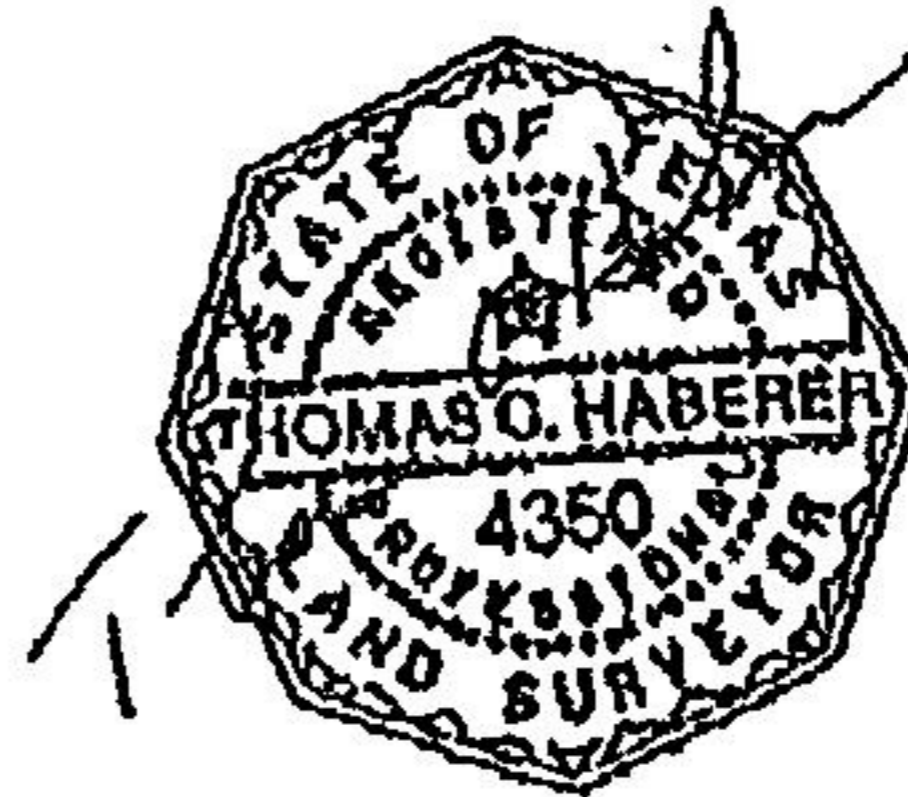
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- THENCE:** N 61°09'16" E, a distance of 1187.36 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" an angle;
- THENCE:** N 82°07'46" E, a distance of 402.83 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson", a point on the west line of the remaining portion of a 516.475 acre tract recorded in Volume 5474, Pages 955-960, Official Public Records of Real Property of Bexar County, Texas, from which a found ¼ inch iron rod bears N 08°00'06" E, 517.75 feet;
- THENCE:** S 08°00'06" W, a distance of 41.12 feet with the west line of the remaining portion of the 516.475 acre tract, to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" a corner of said tract, the northwest corner of the above referenced 8.97 acre tract;
- THENCE:** S 06°42'12" W, a distance of 939.28 feet with the west line of the 8.97 acre tract, to the POINT OF BEGINNING, containing 35.93 acres. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: September 22, 1999  
JOB No.: 4593-03  
DOC.ID.: 4593W31WORDFIELD NOTES 990917A6-A



FILE 8799 PFD 0247

PAPE-DAWSON ENGINEERS, INC.

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EXHIBIT A  
Parkway (16.03 acres)



FIELD NOTES  
FOR

A 16.03 acre, (698,500 square foot), tract of land being 12.86 acres out of the 468.0 acre tract described in Special Warranty Deed recorded in Volume 7946, Pages 1749-1759, 0.95 acres out of the 140.4 acre tract described in Special Warranty Deed recorded in Volume 7878, Pages 1299-1306, and 1.12 acres out of the 2.383 acre tract described in Special Warranty Deed recorded in Volume 4715, Pages 389-395, and 1.10 acres out of 2.000 acre tract, known as Parcel P-20, described in Quitclaim Deed recorded in Volume 4715, Pages 389-395, all in the Official Public Records of Real Property of Bexar County, Texas; being also out of the H.J. Huppertz Survey No. 417 4/8, Abstract 934, County Block 4865, and the Beaty Seal & Forwood Survey No. 417 3/8, Abstract 109, County Block 4848, Bexar County, Texas, and being further described by metes and bounds as follows:

**COMMENCING:** At a found 1/2" iron rod on the curved west right-of-way line of U.S. Highway 281, a 200-foot right-of-way, the southeast corner of the 2.000 acres known as Parcel P-11 in Quitclaim Deed recorded in Volume 4715, Pages 389-395 of the Official Public Records of Real Property of Bexar County, Texas;

**THENCE:** 125.63 feet with the west right-of-way line of U.S. Highway 281, the east line of the above referenced 2.000 acre tract, and a curve to the left, said curve having a radial bearing of N 82°35'42" E (bearings are based on Texas State Plane Coordinate System Grid Bearings for Texas South Central Zone, North American Datum of 1983), a radius of 2924.79 feet, a central angle of 02°27'40", and a chord bearing and length of S 08°38'08" E, 125.62 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the northeast corner and POINT OF BEGINNING of the herein described tract;

**THENCE:** 108.39 feet, continuing with the west right-of-way line of U.S. Highway 281, and the curve to the left, having a radial bearing of N 80°08'02" E, a radius of 2924.79 feet, a central angle of 02°07'24", and a chord bearing and length of S 10°55'40" E, 108.39 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", a non-tangent point on the curve, the southeast corner of the herein described tract;

**THENCE:** S 79°09'15" W, a distance of 245.94 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" the beginning of a curve to the right;

**THENCE:** 783.93 feet with a curve to the right, said curve having a radius of 614.00 feet, a central angle of 73°09'10", a chord bearing and length of N 64°16'10" W, 731.76 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the end of this curve;

**THENCE:** N 27°41'35" W, a distance of 151.47 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the beginning of a curve to the right;

**THENCE:** 52.93 feet, with the curve to the right, said curve having a radius of 750.00 feet, a central angle of 04°02'38", a chord bearing and length of

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- N 25°40'16" W, 52.92 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the end of the curve;
- THENCE: N 23°38'57" W, a distance of 834.99 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the beginning of a curve to the left;
- THENCE: 916.12 feet with this curve to the left, said curve having a radius of 1150.00 feet, a central angle of 45°38'36", a chord bearing and length of N 46°28'14" W, 892.09 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the end of the curve;
- THENCE: N 69°17'32" W, a distance of 836.05 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the beginning of a curve to the left;
- THENCE: 955.17 feet with the curve to the left, said curve having a radius of 1150.00 feet, a central angle of 47°35'20", and a chord bearing and length of S 86°54'48" W, 927.95 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the end of the curve;
- THENCE: S 63°07'07" W, a distance of 764.61 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the beginning of a curve to the right;
- THENCE: 587.70 feet with the curve to the right, said curve having a radius of 1050.00 feet, a central angle of 32°04'10", and a chord bearing and length of S 79°09'12" W, 580.06 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the end of the curve;
- THENCE: N 84°48'43" W, a distance of 313.94 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the beginning of a curve to the left;
- THENCE: 281.97 feet, with the curve to the left, said curve having a radius of 3150.00 feet, a central angle of 05°07'43", and a chord bearing and length of N 87°22'34" W, 281.87 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", a point on the east line of the remaining portion of the 516.475 acre tract recorded in Volume 5474, Pages 955-960, Official Public Records of Real Property of Bexar County, Texas, the non-tangent end of the curve, the southwest corner of the herein described tract;
- THENCE: N 04°25'24" W, a distance of 59.99 feet with the east line of the remaining portion of the 516.475 acre tract, to a found 1/2" iron rod with yellow cap marked "Pape-Dawson", an angle;
- THENCE: N 04°20'02" E, a distance of 40.31 feet with the east line of the remaining portion of the 516.475 acre tract to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" at a non-tangent point on a curve to the right, the northwest corner of the herein described tract;
- THENCE: 292.60 feet with the curve to the right, said curve having a radial bearing of S 00°01'47" W, a radius of 3250.00 feet, a central angle of 05°09'30", a chord

ME 8799 PG 249

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- bearing and length of S 87°23'28" E, 292.50 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" the end of the curve;
- THENCE: S 84°48'43" E, a distance of 313.94 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the beginning of a curve to the left;
- THENCE: 531.73 feet with the curve to the left, said curve having a radius of 950.00 feet, a central angle of 32°04'10", a chord bearing and length of N 79°09'12" E, 524.82 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the end of the curve;
- THENCE: N 63°07'07" E, a distance of 308.71 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the beginning of a curve to the right;
- THENCE: 955.17 feet with the curve to the right, said curve having a radius of 1150.00 feet, a central angle of 47°35'20", a chord bearing and length of N 86°54'47" E, 927.95 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the end of the curve;
- THENCE: S 69°17'32" E, a distance of 880.15 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the beginning of a curve to the right;
- THENCE: 995.78 feet with the curve to the right, said curve having a radius of 1250.00 feet, a central angle of 45°38'36", a chord bearing and length of S 46°28'14" E, 969.66 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the end of the curve;
- THENCE: S 23°38'57" E, a distance of 876.01 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson", the beginning of a curve to the left;
- THENCE: 875.77 feet with the curve to the left, said curve having a radius of 650.00 feet, a central angle of 77°11'48", a chord bearing and length of S 62°14'51" E, 811.01 feet, to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" the end of the curve;
- THENCE: N 79°09'15" E, a distance of 150.43 feet to the POINT OF BEGINNING, containing 16.03 acres. Said tract being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: September 22, 1999  
JOB No.: 4593-03  
DOC.ID.: 45931031WORD\FIELD NOTES\990415A7



ML8799 P60250

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555 East Ransay | San Antonio, Texas 78216 | Phone: 210.375.9000 | Fax: 210.375.9010 | info@pape-dawson.com

EXHIBIT A  
Rec Center (5.213 acres)

FIELD NOTES  
FOR

A 5.213 acre, (227,050 square foot), tract of land out of the 73.52 acre tract described in Special Warranty Deed recorded in Volume 7946, Pages 1764-1770 of the Official Public Records of Real Property of Bexar County, Texas; being also out of the H.J. Huppertz Survey No. 417 4/8, Abstract 934, County Block 4865, Bexar County, Texas, and being further described by metes and bounds as follows:

- COMMENCING: At a found 1/2" Iron rod on the curved west right-of-way line of U.S. Highway 281, a 200-foot right-of-way, the southeast corner of the 2.000 acres known as Parcel P-11 in Quitclaim Deed recorded in Volume 4715, Pages 389-395 of the Official Public Records of Real Property of Bexar County, Texas;
- THENCE: With the west right-of-way line of U.S. Highway 281, the east line of the above referenced 2.000 acre tract, and a curve to the left, said curve having a radial bearing of N 82°35'42" E (bearings are based on Texas State Plane Coordinate System Grid Bearings for Texas South Central Zone, North American Datum of 1983), a radius of 2924.79 feet, a central angle of 02°27'40", a chord bearing and distance of S 08°38'08" E, 125.62 feet, and an arc length of 125.63 feet to a point;
- THENCE: S 79°09'15" W, a distance of 150.43 feet to a point at the beginning of a curve to the right;
- THENCE: Westerly then northwesterly, with a curve to the right, said curve having a radius of 650.00 feet, a central angle of 77°11'48", a chord bearing and distance of S 62°14'51" E, 811.01 feet, and an arc length of 875.77 feet to a point;
- THENCE: N 23°38'57" W, a distance of 876.01 feet to a point at the beginning of a curve to the left;
- THENCE: Northwestly then westerly, with a curve to the left, said curve having a radius of 1250.00 feet, a central angle of 45°38'36", a chord bearing and distance of S 46°28'14" E, 969.66 feet, and an arc length of 995.78 feet to a point;
- THENCE: N 69°17'32" W, a distance of 199.01 feet at the southeast corner and POINT OF BEGINNING of the herein described tract;
- THENCE: N 69°17'32" W, a distance of 666.14 feet to the beginning of a curve to the left;

ML 8799 P0251

THENCE: Northwesterly, with the curve to the left, said curve having a radius of 1150.00 feet, a central angle of  $08^{\circ}52'35''$ , a chord bearing and distance of  $N 73^{\circ}43'50'' W$ , 177.98 feet, and an arc length of 178.16 feet, to a point of intersection of a non-tangent line, at the southwest corner of this tract;

THENCE:  $N 43^{\circ}05'36'' E$ , a distance of 282.48 feet to an angle point;

THENCE:  $N 29^{\circ}02'50'' E$ , a distance of 66.05 feet to the northwest corner of this tract;

THENCE:  $S 69^{\circ}17'32'' E$ , a distance of 213.72 feet to the beginning of a non-tangent curve to the left;

THENCE: Southerly and southeasterly with a curve to the left, said curve having a radial bearing of  $N 80^{\circ}42'28'' E$ , a radius of 50.00 feet, a central angle of  $112^{\circ}01'12''$ , a chord bearing and distance of  $S 65^{\circ}18'09'' E$ , 82.91 feet, and an arc length of 97.76 feet to a point of reversing curvature;

THENCE: Easterly with a curve to the right, said curve having a radius of 15.00 feet, a central angle of  $52^{\circ}01'12''$ , a chord bearing and distance of  $N 84^{\circ}41'51'' E$ , 13.16 feet, and an arc length of 13.62 feet to a point of tangency;

THENCE:  $S 69^{\circ}17'32'' E$ , a distance of 133.18 feet to a point of curvature;

THENCE: Southerly, and southwesterly, with a curve to the right, said curve having a radius of 300.00 feet, a central angle of  $89^{\circ}33'13''$ , a chord bearing and distance of  $S 24^{\circ}30'56'' E$ , 422.61 feet, and an arc length of 458.90 feet to a point of compound curvature;

THENCE: Southwesterly, with a curve to the right, said curve having a radius of 15.00 feet, a central angle of  $90^{\circ}26'47''$ , a chord bearing and distance of  $S 65^{\circ}29'04'' W$ , 21.30 feet, and an arc length of 23.68 feet to the POINT OF BEGINNING and containing 5.213 acres of land in the City of San Antonio, Bexar County, Texas.

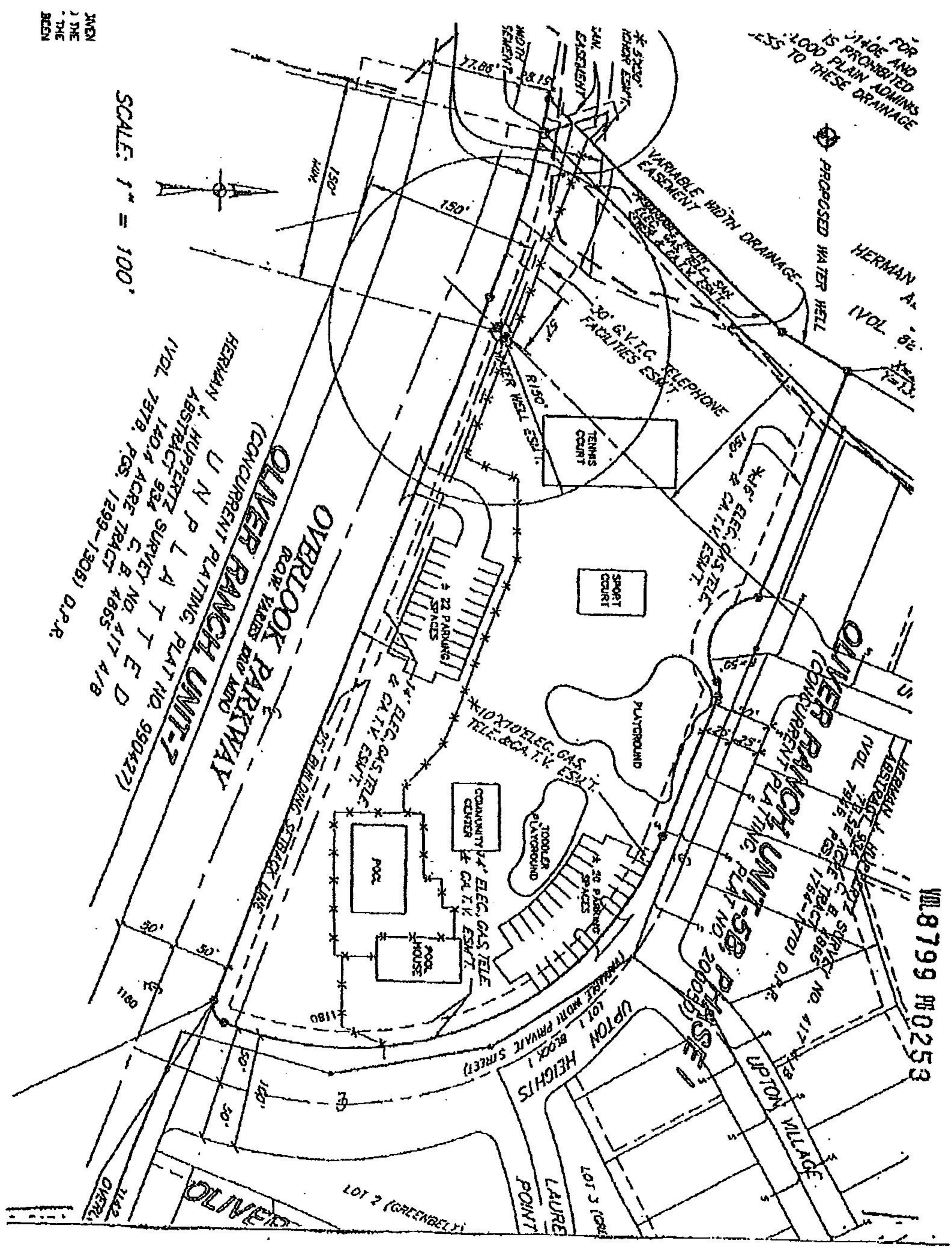
DATE: February 20, 2001  
JOB No.: 4593-57  
DOC.ID.: 4593\57\WORD\FIELD NOTES\010220s1.doc

WIL 8799 P0252

FOR JUDGE AND IS PROHIBITED TO THESE DRAINAGE

PROPOSED WATER WELL

HERNAN A. VOL. 88



JANEN  
J THE  
THE  
BREN

SCALE: 1" = 100'

HERNAN A. HUPPERTZ SURVEY NO. 417 A/B  
VOL. 7878, PGS. 1299-1308) D.P.R.  
OLIVER RANCH UNIT-55  
(CONCURRENT PLATTING PLAT NO. 20050)  
UPON HEIGHTS  
LAUREL POINT  
LOT 3 (OVER)

8799 0253

FIELD NOTES  
FOR  
27.21 ACRES  
(1,185,270 SQ. FT.)

BEING 27.21 acres (1,185,270 sq. ft.), the remainder of a 57.04 acre tract as recorded in Volume 8541, Page 2039 of the Real Property Records of Bexar County, Texas, also being out of the H.J. Huppertz Survey No. 417 4/8, Abstract No. 934, County Block 4865 in Bexar County, Texas, said 27.21 acre being more particularly described by metes and bounds as follows:

BEGINNING at a set ½" iron rod with "ACES" cap on the west right-of-line of Overlook Parkway, a variable width right-of-way as recorded in Volume 9552, Page 164-171 of the Deed and Plat Records of Bexar County, Texas for the northwest corner of a 2.222 acre tract as recorded in Volume 8262, Page 561 of the Real Property Records of Bexar County, Texas and the east corner of the herein described tract;

THENCE South 57° 39' 39" West, a distance of 312.49 feet departing said right-of-way to a set ½" iron rod with "ACES" cap for an angle point of said 2.222 acre tract and the herein described tract;

THENCE South 00° 56' 21" West, a distance of 230.00 feet to a found ½" iron rod on the north line of Summerglen Unit 2B Subdivision as recorded in Volume 9543, Pages 165-167 of the Deed and Plat Records of Bexar County, Texas for the southeast corner of the herein described tract;

THENCE South 89° 05' 53" West, a distance of 1710.77 feet along and with the north line of said Summerglen Unit 2B Subdivision, the north line of Summerglen Unit-3 Subdivision as recorded in Volume 9544, Page 187-191 of the deed and Plat Records of Bexar County, Texas and the north line of Summerglen Unit-3A Subdivision as recorded in Volume 9547, Page 68-69 of the Deed and Plat Records of Bexar County, Texas to a set ½" iron rod with "ACES" cap for the southeast corner of the remainder of a 91.081 acre tract as recorded in Volume 9477, Page 1413-1422 of the Real Property Records of Bexar County, Texas and the southwest corner of the herein described tract;

THENCE departing the north line of said Summerglen Unit 3A Subdivision and along and with the east line of said remainder of a 91.081 acre tract, the following courses:

North 26° 09' 03" East, a distance of 115.82 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 16° 26' 54" East, a distance of 38.14 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 43° 36' 51" East, a distance of 25.96 feet to a found "+" on rock for an angle point;

Page 2

27.21 Acres

North 50° 24' 02" East, a distance of 115.26 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 56° 31' 36" East, a distance of 103.14 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 60° 14' 11" East, a distance of 97.45 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 50° 25' 01" East, a distance of 58.39 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 56° 06' 20" East, a distance of 74.57 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 55° 29' 44" East, a distance of 88.14 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 62° 45' 34" East, a distance of 87.31 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 55° 04' 17" East, a distance of 120.04 feet, passing the southwest corner of Oliver Ranch Unit 2, Phase 1 Subdivision as recorded in Volume 9558, Page 74-75 of the Deed and Plat Records of Bexar County, Texas to a found ½" iron rod with "Pape-Dawson cap for an angle point;

**THENCE** along and with the south line of said Oliver Ranch Unit 2, Phase 1, the following courses:

North 52° 15' 53" East, a distance of 94.91 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 55° 16' 11" East, a distance of 117.87 feet to a set ½" iron rod with "ACES" cap for an angle point;

North 45° 55' 44" East, a distance of 142.52 feet to a found ½" iron rod with "Pape-Dawson cap being on the west line of Oliver Ranch Comal ISD Subdivision as recorded in Volume 9554, Page 197 of the Deed and Plat Records of Bexar County, Texas and a corner of the herein described tract;

Page 3  
27.21 Acres

THENCE along and with the south line of said Oliver Ranch Comal ISD, the following courses:

South 49° 17' 00" East, a distance of 94.31 feet to a found ½" iron rod with "Paper-Dawson cap for an angle point;

North 44° 52' 15" East, a distance of 125.02 feet to a found ½" iron rod with "Paper-Dawson cap for an angle point;

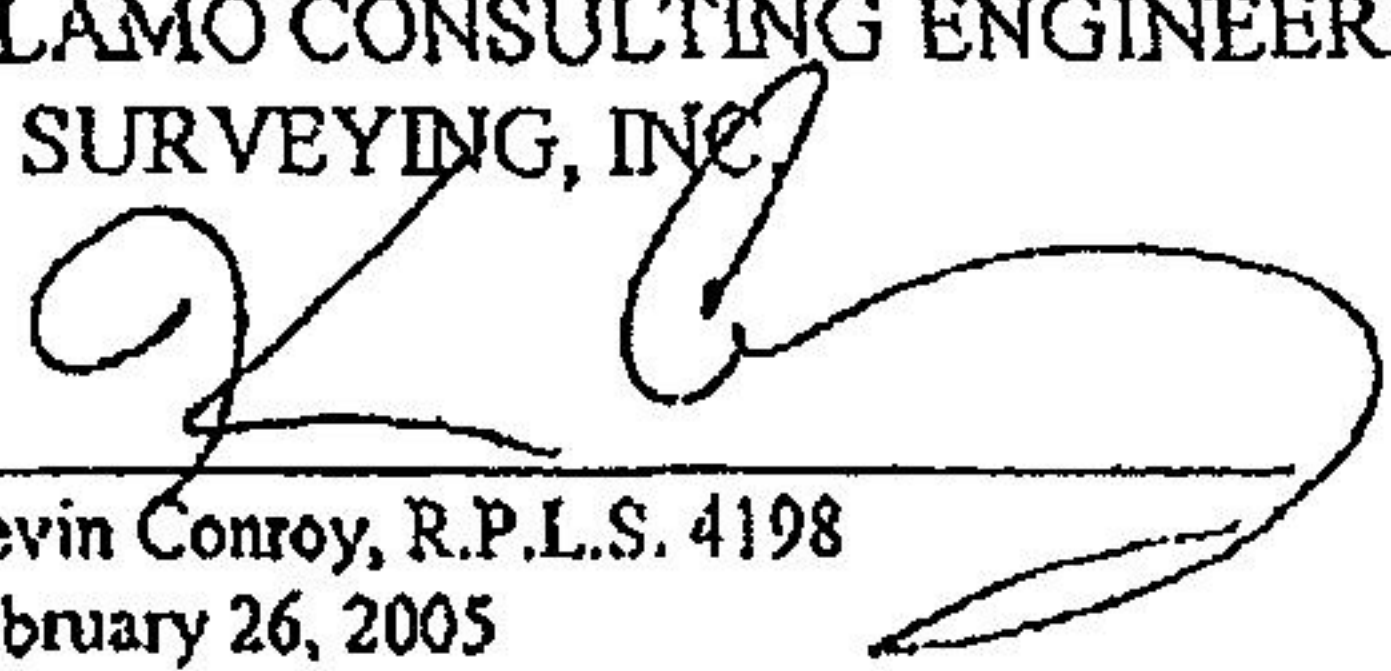
North 64° 12' 43" East, a distance of 607.64 feet to a found ½" iron rod being on the west line of said Overlook Parkway for the southeast corner of said Oliver Ranch Comal ISD Subdivision and the northeast corner of the herein described tract;

THENCE South 23° 38' 57" East, a distance of 573.16 feet along and with said right-of-way to a set ½" iron rod with "ACES" cap for a point of curvature;

THENCE continuing along and with said right-of-way, curving to the left with a radius of 750.00 feet, a central angle of 04° 02' 38", a chord bearing and distance of South 25° 40' 16" East, 52.92 feet and an arc length of 52.93 feet to a set ½" iron rod with "ACES" cap for a point of tangency;

THENCE South 27° 41' 35" East, a distance of 106.72 feet to the POINT OF BEGINNING and containing 27.21 acres of land, more or less, in Bexar County, Texas.

ALAMO CONSULTING ENGINEERING  
& SURVEYING, INC.

  
Kevin Conroy, R.P.L.S. 4198  
February 26, 2005  
Job File No. 12303



FIELD NOTES FOR  
23.34 ACRES

BEING 23.34 acre tract (1,016,532 sq. ft) out of a called 25.41 acre tract as recorded in Volume 8541, Page 2029 of the Real Property Records of Bexar County, Texas, also being out of the H.J. Huppertz Survey No. 417 4/8, Abstract 934, County Block 4865, in Bexar County, Texas, said 23.34 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a set 1/2" iron rod with "ACES" cap for the southeast corner of this tract, which bears South 57° 39' 39" West, a distance of 82.58 feet from a found 5/8" iron rod for the southeast corner of said 25.41 acre tract and also being a west corner of Lot 2, Dalley Subdivision as recorded in Volume 9555, Page 168 of the Deed & Plat Records of Bexar County, Texas;

THENCE South 57° 39' 39" West, a distance of 314.16 feet to a set 1/2" iron rod with "ACES" cap on the east right-of-way line of Overlook Parkway as recorded in Volume 9522, Pages 164-171 of the Deed and Plat Records of Bexar County, Texas and the southwest corner of the herein described tract;

THENCE along and with said right-of-way, a curve to the right having a radius of 650.00 feet, a central angle of 09° 08' 14" and a chord bearing and distance of North 28° 13' 04" West, 103.55 feet and a curve length of 103.66 feet to a set 1/2" iron rod with "ACES" cap for a point of tangency;

THENCE North 23° 38' 57" West, a distance of 876.01 feet, continuing along and with said right-of-way to a set 1/2" iron rod with "ACES" cap for a point of curvature;

THENCE along and with said right-of-way, a curve to the left having a radius of 1250.00 feet, a central angle of 15° 13' 45" and a chord bearing and distance of North 31° 15' 49" West, 331.27 feet and a curve length of 332.25 feet to a found drill hole in rock on top of road cut for the northwest corner of said 25.41 acres and the south corner of Oliver Ranch Unit 6A Subdivision as recorded in Volume 9549, Page 45 of the Deed and Plat Records of Bexar County, Texas and the northwest corner of the herein described tract;

THENCE North 45° 02' 17" East, a distance of 449.34 feet, departing said right-of-way to a set 1/2" iron rod with "ACES" cap for an angle point in the north line of said 25.41 acre tract and a 23.83 acre tract as recorded in Volume 9606, Page 1497 of the Real Property Records of Bexar County, Texas and of the herein described tract;

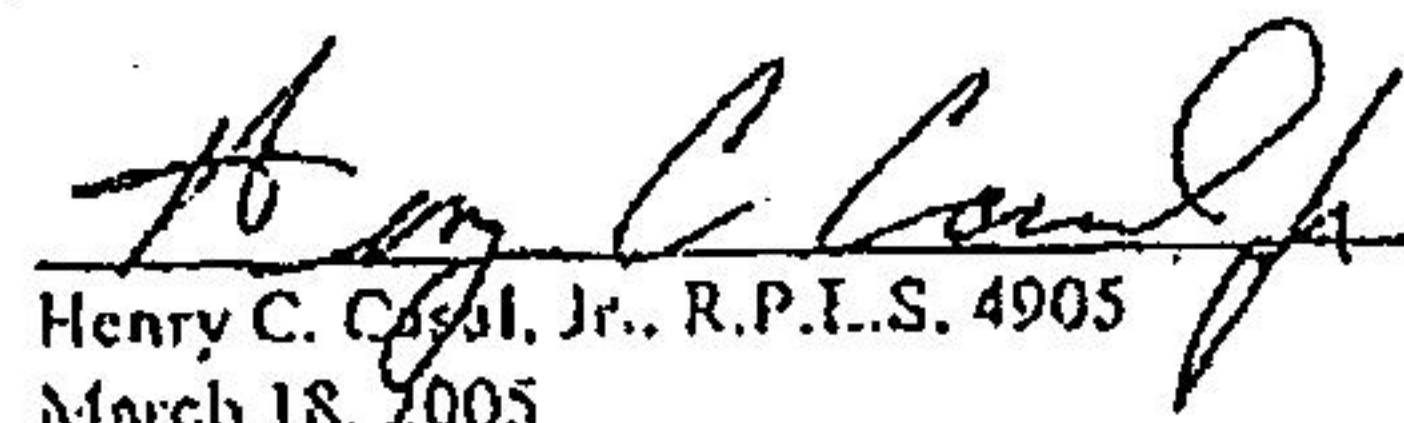
THENCE North 61° 09' 16" East, a distance of 345.29 feet to a found concrete nail for an angle point of said 25.41 and 23.83 acre tracts and of the herein described tract;

THENCE North 89° 51' 29" East, a distance of 393.52 feet to a set 1/2" iron rod with "ACES" cap for the northeast corner of this tract, which bears South 89° 51' 29" West, a distance of 58.70 feet from a 1/2" iron rod with "Pape Dawson" cap found in the west line of Lot 1, Lundgren Subdivision, as recorded in Volume 9539, Page 191 of the Deed & Plat Records of Bexar County, Texas for the southeast corner of said 23.83 acre tract and the northeast corner said 25.41 acre tract;

THENCE South 06° 43' 36" West, a distance of 1504.23 feet, crossing said 25.41 acres to the POINT OF BEGINNING and containing 23.34 acres of land, more or less, in Bexar County, Texas.

Plat of survey provided.

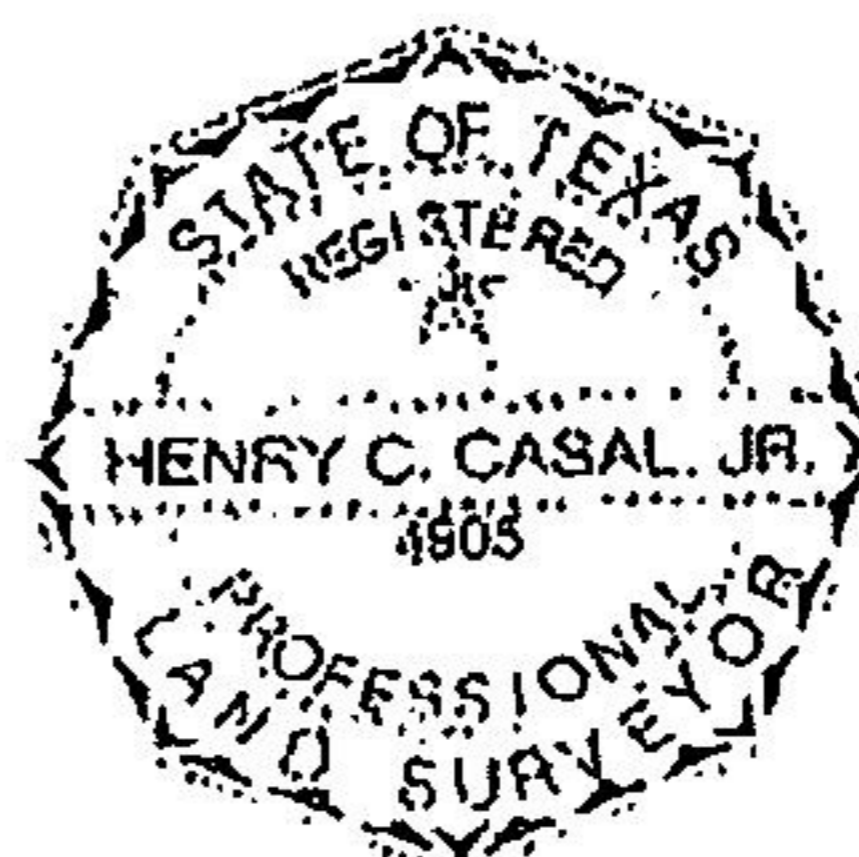
ALAMO CONSULTING ENGINEERING  
& SURVEYING, INC.

  
Henry C. Casal, Jr., R.P.L.S. 4905

March 18, 2005

Job File No. 12300

DOC: F:\WORD\2005\20701-new KC.wp1



# **Exhibit B**

Commercial Lots

1. 27.21 acres, more or less, in Bexar County, Texas, described in *Exhibit B-1* attached hereto and incorporated herein.
2. 23.34 acres, more or less, in Bexar County, Texas, described in *Exhibit B-2* attached hereto and incorporated herein.

# **Exhibit B-1**

FIELD NOTES  
FOR  
27.21 ACRES  
(1,185,270 SQ. FT.)

BEING 27.21 acres (1,185,270 sq. ft.), the remainder of a 57.04 acre tract as recorded in Volume 8541, Page 2039 of the Real Property Records of Bexar County, Texas, also being out of the H.J. Huppertz Survey No. 417 4/8, Abstract No. 934, County Block 4865 in Bexar County, Texas, said 27.21 acre being more particularly described by metes and bounds as follows:

BEGINNING at a set ½" iron rod with "ACES" cap on the west right-of-line of Overlook Parkway, a variable width right-of-way as recorded in Volume 9552, Page 164-171 of the Deed and Plat Records of Bexar County, Texas for the northwest corner of a 2.222 acre tract as recorded in Volume 8262, Page 561 of the Real Property Records of Bexar County, Texas and the east corner of the herein described tract;

THENCE South 57° 39' 39" West, a distance of 312.49 feet departing said right-of-way to a set ½" iron rod with "ACES" cap for an angle point of said 2.222 acre tract and the herein described tract;

THENCE South 00° 56' 21" West, a distance of 230.00 feet to a found ½' iron rod on the north line of Summerglen Unit 2B Subdivision as recorded in Volume 9543, Pages 165-167 of the Deed and Plat Records of Bexar County, Texas for the southeast corner of the herein described tract;

THENCE South 89° 05' 53" West, a distance of 1710.77 feet along and with the north line of said Summerglen Unit 2B Subdivision, the north line of Summerglen Unit-3 Subdivision as recorded in Volume 9544, Page 187-191 of the deed and Plat Records of Bexar County, Texas and the north line of Summerglen Unit-3A Subdivision as recorded in Volume 9547, Page 68-69 of the Deed and Plat Records of Bexar County, Texas to a set ½" iron rod with "ACES" cap for the southeast corner of the remainder of a 91.081 acre tract as recorded in Volume 9477, Page 1413-1422 of the Real Property Records of Bexar County, Texas and the southwest corner of the herein described tract;

THENCE departing the north line of said Summerglen Unit 3A Subdivision and along and with the east line of said remainder of a 91.081 acre tract, the following courses:

North 26° 09' 03" East, a distance of 115.82 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 16° 26' 54" East, a distance of 38.14 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 43° 36' 51" East, a distance of 25.96 feet to a found "+" on rock for an angle point;

Page 2  
27.21 Acres

North 50° 24' 02" East, a distance of 115.26 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 56° 31' 36" East, a distance of 103.14 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 60° 14' 11" East, a distance of 97.45 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 50° 25' 01" East, a distance of 58.39 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 56° 06' 20" East, a distance of 74.57 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 55° 29' 44" East, a distance of 88.14 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 62° 45' 34" East, a distance of 87.31 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 55° 04' 17" East, a distance of 120.04 feet, passing the southwest corner of Oliver Ranch Unit 2, Phase 1 Subdivision as recorded in Volume 9558, Page 74-75 of the Deed and Plat Records of Bexar County, Texas to a found ½" iron rod with "Pape-Dawson cap for an angle point;

**THENCE** along and with the south line of said Oliver Ranch Unit 2, Phase 1, the following courses:

North 52° 15' 53" East, a distance of 94.91 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 55° 16' 11" East, a distance of 117.87 feet to a set ½" iron rod with "ACES" cap for an angle point;

North 45° 55' 44" East, a distance of 142.52 feet to a found ½" iron rod with "Pape-Dawson cap being on the west line of Oliver Ranch Comal ISD Subdivision as recorded in Volume 9554, Page 197 of the Deed and Plat Records of Bexar County, Texas and a corner of the herein described tract;

Page 3  
27.21 Acres

**THENCE** along and with the south line of said Oliver Ranch Comal ISD, the following courses:

South 49° 17' 00" East, a distance of 94.31 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

North 44° 52' 15" East, a distance of 125.02 feet to a found ½" iron rod with "Pape-Dawson cap for an angle point;

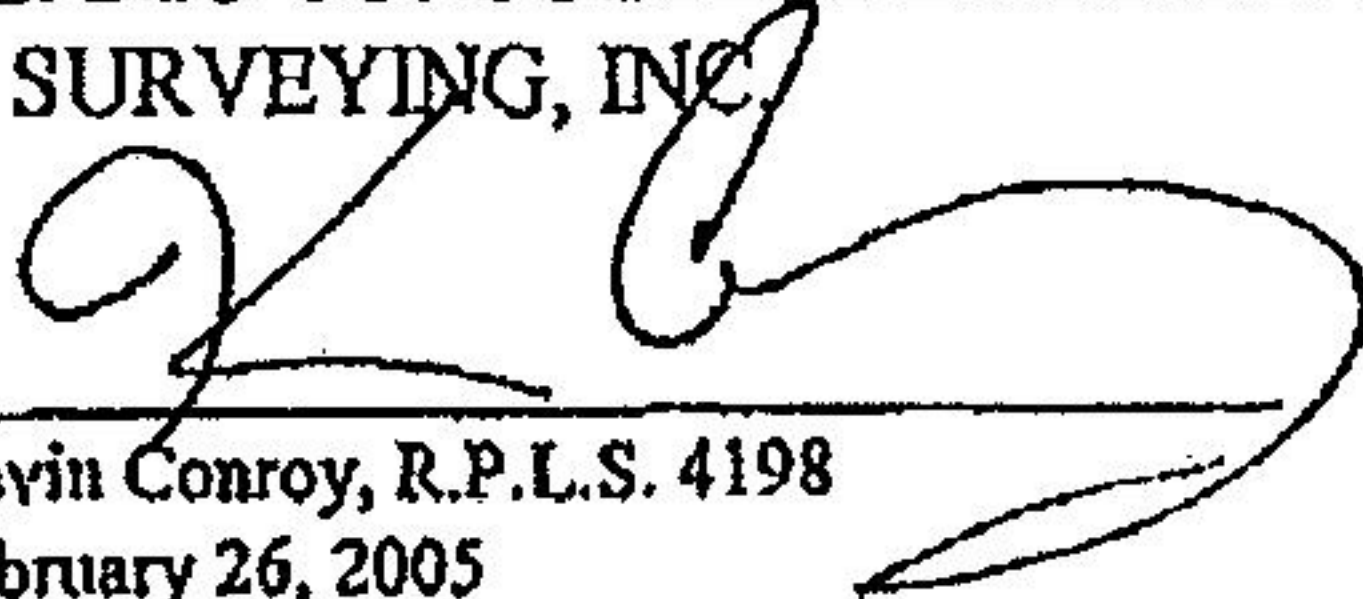
North 64° 12' 43" East, a distance of 607.64 feet to a found ½" iron rod being on the west line of said Overlook Parkway for the southeast corner of said Oliver Ranch Comal ISD Subdivision and the northeast corner of the herein described tract;

**THENCE** South 23° 38' 57" East, a distance of 573.16 feet along and with said right-of-way to a set ½" iron rod with "ACES" cap for a point of curvature;

**THENCE** continuing along and with said right-of-way, curving to the left with a radius of 750.00 feet, a central angle of 04° 02' 38", a chord bearing and distance of South 25° 40' 16" East, 52.92 feet and an arc length of 52.93 feet to a set ½" iron rod with "ACES" cap for a point of tangency;

**THENCE** South 27° 41' 35" East, a distance of 106.72 feet to the POINT OF BEGINNING and containing 27.21 acres of land, more or less, in Bexar County, Texas.

ALAMO CONSULTING ENGINEERING  
& SURVEYING, INC.

  
Kevin Conroy, R.P.L.S. 4198  
February 26, 2005  
Job File No. 12303



# **Exhibit B-2**

FIELD NOTES FOR  
23.34 ACRES

BEING 23.34 acre tract (1,016,532 sq. ft) out of a called 25.41 acre tract as recorded in Volume 8541, Page 2029 of the Real Property Records of Bexar County, Texas, also being out of the H.J. Huppertz Survey No. 417 4/8, Abstract 934, County Block 4865, in Bexar County, Texas, said 23.34 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a set 1/2" iron rod with "ACES" cap for the southeast corner of this tract, which bears South 57° 39' 39" West, a distance of 82.58 feet from a found 5/8" iron rod for the southeast corner of said 25.41 acre tract and also being a west corner of Lot 2, Dailey Subdivision as recorded in Volume 9555, Page 168 of the Deed & Plat Records of Bexar County, Texas;

THENCE South 57° 39' 39" West, a distance of 314.16 feet to a set 1/2" iron rod with "ACES" cap on the east right-of-way line of Overlook Parkway as recorded in Volume 9522, Pages 164-171 of the Deed and Plat Records of Bexar County, Texas and the southwest corner of the herein described tract;

THENCE along and with said right-of-way, a curve to the right having a radius of 650.00 feet, a central angle of 09° 08' 14" and a chord bearing and distance of North 28° 13' 04" West, 103.55 feet and a curve length of 103.66 feet to a set 1/2" iron rod with "ACES" cap for a point of tangency;

THENCE North 23° 38' 57" West, a distance of 876.01 feet, continuing along and with said right-of-way to a set 1/2" iron rod with "ACES" cap for a point of curvature;

THENCE along and with said right-of-way, a curve to the left having a radius of 1250.00 feet, a central angle of 15° 13' 45" and a chord bearing and distance of North 31° 15' 49" West, 331.27 feet and a curve length of 332.25 feet to a found drill hole in rock on top of road cut for the northwest corner of said 25.41 acres and the south corner of Oliver Ranch Unit 6A Subdivision as recorded in Volume 9549, Page 45 of the Deed and Plat Records of Bexar County, Texas and the northwest corner of the herein described tract;

THENCE North 45° 02' 17" East, a distance of 449.34 feet, departing said right-of-way to a set 1/2" iron rod with "ACES" cap for an angle point in the north line of said 25.41 acre tract and a 23.83 acre tract as recorded in Volume 9606, Page 1497 of the Real Property Records of Bexar County, Texas and of the herein described tract;


THENCE North 61° 09' 16" East, a distance of 345.29 feet to a found concrete nail for an angle point of said 25.41 and 23.83 acre tracts and of the herein described tract;

THENCE North 89° 51' 29" East, a distance of 393.52 feet to a set 1/2" iron rod with "ACES" cap for the northeast corner of this tract, which bears South 89° 51' 29" West, a distance of 58.70 feet from a 1/2" iron rod with "Pape Dawson" cap found in the west line of Lot 1, Lundgren Subdivision, as recorded in Volume 9539, Page 191 of the Deed & Plat Records of Bexar County, Texas for the southeast corner of said 23.83 acre tract and the northeast corner said 25.41 acre tract;

THENCE South 06° 43' 36" West, a distance of 1504.23 feet, crossing said 25.41 acres to the POINT OF BEGINNING and containing 23.34 acres of land, more or less, in Bexar County, Texas.

Plat of survey provided.

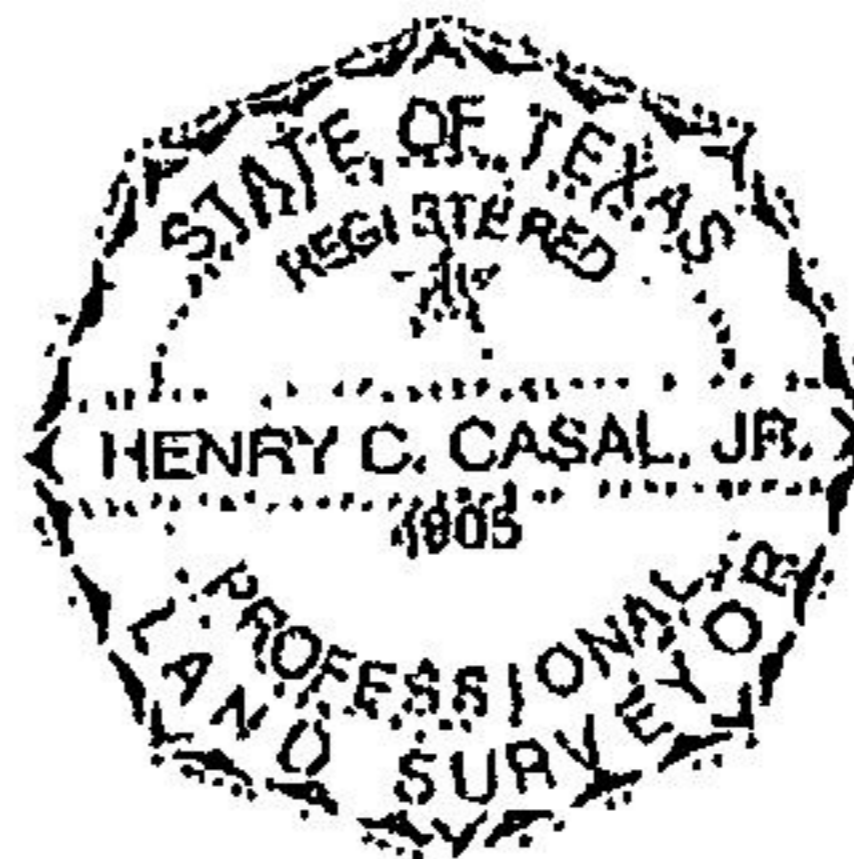
ALAMO CONSULTING ENGINEERING  
& SURVEYING, INC.

  
Henry C. Casal, Jr., R.P.L.S. 4905

March 18, 2005

Job File No. 12300

DOC: F:\WORD\2005\020701-new KC.wp4



# **Exhibit C**

Recreation Center

5.0323 acres of land, more or less, in Bexar County, Texas, being the 5.213 acre tract described in *Exhibit C-1* attached hereto, SAVE AND EXCEPT the 0.1807 acre tract described in *Exhibit C-2* attached hereto.

# **Exhibit C-1**

EXHIBIT C-1

FIELD NOTES  
FOR

A 5.213 acre, (227,050 square foot), tract of land out of the 73.52 acre tract described in Special Warranty Deed recorded in Volume 7946, Pages 1764-1770 of the Official Public Records of Real Property of Bexar County, Texas; being also out of the H.J. Huppertz Survey No. 417 4/8, Abstract 934, County Block 4865, Bexar County, Texas, and being further described by metes and bounds as follows:

COMMENCING: At a found 1/2" iron rod on the curved west right-of-way line of U.S. Highway 281, a 200-foot right-of-way, the southeast corner of the 2.000 acres known as Parcel P-11 in Quitclaim Deed recorded in Volume 4715, Pages 389-395 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: With the west right-of-way line of U.S. Highway 281, the east line of the above referenced 2.000 acre tract, and a curve to the left, said curve having a radial bearing of N 82°35'42" E (bearings are based on Texas State Plane Coordinate System Grid Bearings for Texas South Central Zone, North American Datum of 1983), a radius of 2924.79 feet, a central angle of 02°27'40", a chord bearing and distance of S 08°38'08" E, 125.62 feet, and an arc length of 125.63 feet to a point;

THENCE: S 79°09'15" W, a distance of 150.43 feet to a point at the beginning of a curve to the right;

THENCE: Westerly then northwesterly, with a curve to the right, said curve having a radius of 650.00 feet, a central angle of 77°11'48", a chord bearing and distance of S 62°14'51" E, 811.01 feet, and an arc length of 875.77 feet to a point;

THENCE: N 23°38'57" W, a distance of 876.01 feet to a point at the beginning of a curve to the left;

THENCE: Northwestly then westerly, with a curve to the left, said curve having a radius of 1250.00 feet, a central angle of 45°38'36", a chord bearing and distance of S 46°28'14" E, 969.66 feet, and an arc length of 995.78 feet to a point;

THENCE: N 69°17'32" W, a distance of 199.01 feet at the southeast corner and POINT OF BEGINNING of the herein described tract;

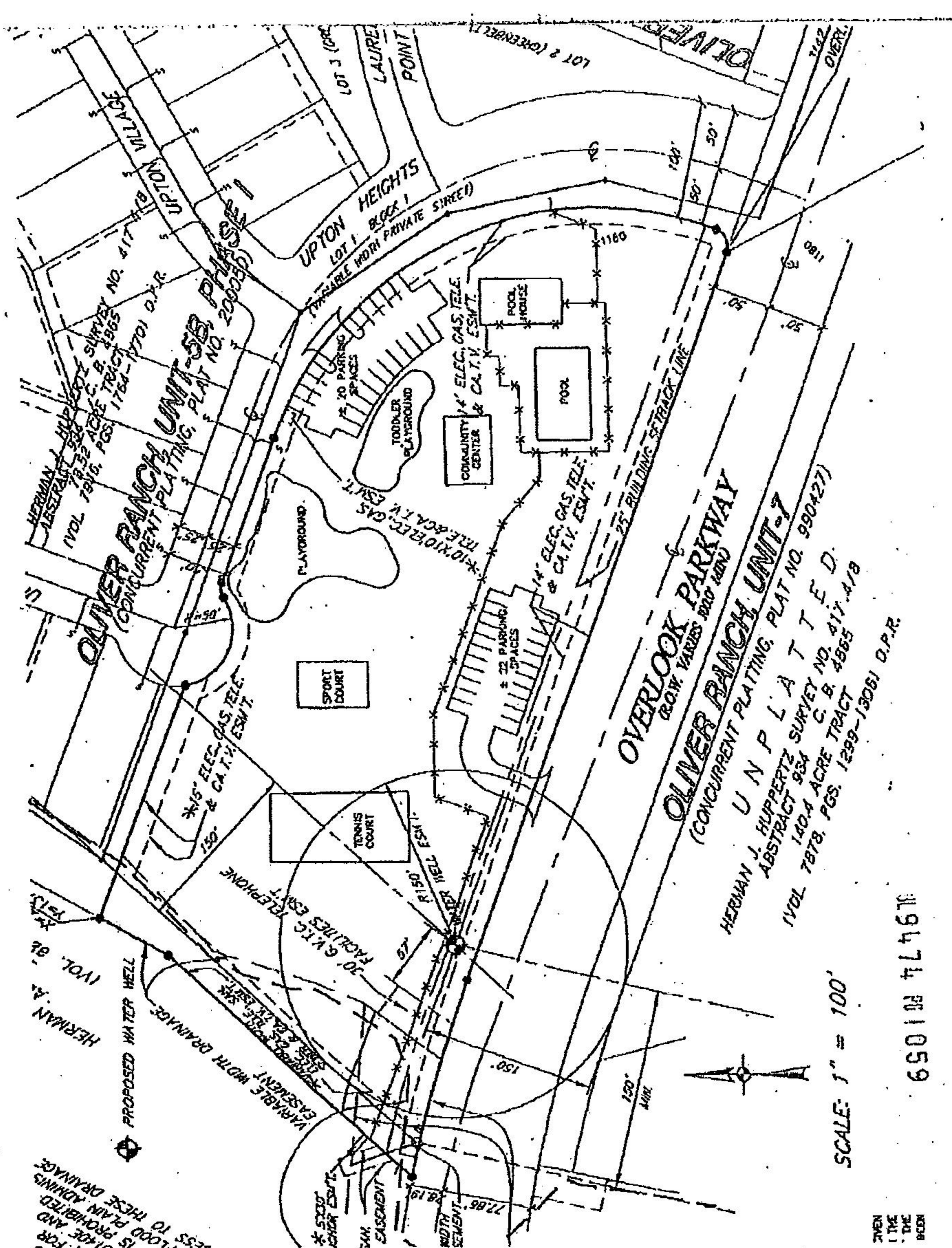
THENCE: N 69°17'32" W, a distance of 666.14 feet to the beginning of a curve to the left;

19474 PM1057

- THENCE: Northwesterly, with the curve to the left, said curve having a radius of 1150.00 feet, a central angle of  $08^{\circ}52'35''$ , a chord bearing and distance of  $N 73^{\circ}43'50'' W$ , 177.98 feet, and an arc length of 178.16 feet, to a point of intersection of a non-tangent line, at the southwest corner of this tract;
- THENCE:  $N 43^{\circ}05'36'' E$ , a distance of 282.48 feet to an angle point;
- THENCE:  $N 29^{\circ}02'50'' E$ , a distance of 66.05 feet to the northwest corner of this tract;
- THENCE:  $S 69^{\circ}17'32'' E$ , a distance of 213.72 feet to the beginning of a non-tangent curve to the left;
- THENCE: Southerly and southeasterly with a curve to the left, said curve having a radial bearing of  $N 80^{\circ}42'28'' E$ , a radius of 50.00 feet, a central angle of  $112^{\circ}01'12''$ , a chord bearing and distance of  $S 65^{\circ}18'09'' E$ , 82.91 feet, and an arc length of 97.76 feet to a point of reversing curvature;
- THENCE: Easterly with a curve to the right, said curve having a radius of 15.00 feet, a central angle of  $52^{\circ}01'12''$ , a chord bearing and distance of  $N 84^{\circ}41'51'' E$ , 13.16 feet, and an arc length of 13.62 feet to a point of tangency;
- THENCE:  $S 69^{\circ}17'32'' E$ , a distance of 133.18 feet to a point of curvature;
- THENCE: Southerly, and southwesterly, with a curve to the right, said curve having a radius of 300.00 feet, a central angle of  $89^{\circ}33'13''$ , a chord bearing and distance of  $S 24^{\circ}30'56'' E$ , 422.61 feet, and an arc length of 458.90 feet to a point of compound curvature;
- THENCE: Southwesterly, with a curve to the right, said curve having a radius of 15.00 feet, a central angle of  $90^{\circ}26'47''$ , a chord bearing and distance of  $S 65^{\circ}29'04'' W$ , 21.30 feet, and an arc length of 23.68 feet to the POINT OF BEGINNING and containing 5.213 acres of land in the City of San Antonio, Bexar County, Texas.

DATE: February 20, 2001  
JOB No.: 4593-57  
DOC.ID.: 459357\WORD\FIELD NOTES\010720\1.doc

219474-001058



HERMAN J. HUPPERTZ SURVEY NO. 417  
 VOL. 7878, PGS. 1704-1701 O.P.R.  
 OLIVER RANCH UNIT 5B  
 CONCURRENT PLATTING, PLAT NO. 200055E-1  
 UPTON HEIGHTS  
 LOT 1 BLOCK 1  
 VARIABLE WIDTH PRIVATE STREET  
 LOT 2 (OPEN)  
 LAUREL POINT  
 LOT 3 (OPEN)  
 OVERLOOK PARKWAY  
 ROW VARIES FROM 100'  
 OLIVER RANCH UNIT 5B  
 CONCURRENT PLATTING, PLAT NO. 200055E-1  
 U N P L A T T E D  
 HERMAN J. HUPPERTZ SURVEY NO. 990427  
 ABSTRACT 924 C. B. 4865  
 140.4 ACRE TRACT  
 VOL. 7878, PGS. 1299-1306 O.P.R.

OVERLOOK PARKWAY  
 (CONCURRENT PLATTING, PLAT NO. 990427)  
 U N P L A T T E D  
 HERMAN J. HUPPERTZ SURVEY NO. 417  
 ABSTRACT 924 C. B. 4865  
 140.4 ACRE TRACT  
 VOL. 7878, PGS. 1299-1306 O.P.R.

SCALE: 1" = 100'

19474 P1059

FOR THE AND IS PROHIBITED TO THESE DRAINAGE

NOT TO BE USED

# **Exhibit C-2**

EXHIBIT C-2

FIELD NOTES  
FOR

A 0.1807 acre, (7,870 square foot), tract of land out of the 73.52 acre tract described in Special Warranty Deed recorded in Volume 7946, Pages 1764-1770 of the Official Public Records of Real Property of Bexar County, Texas; out of the H.J. Huppertz Survey No. 417 4/8, Abstract 934, County Block 4865, Bexar County, Texas, and being further described by metes and bounds as follows:

COMMENCING: At a point at the southwest corner of Upton Heights, (Lot 1, Block 1) a variable width private street, said point being in the north line of a 16.03 acre access easement as described in instrument recorded in Volume 8190, Pages 1281-1299 of the Official Public Records of Real Property of Bexar County, Texas:

THENCE: With the north line of said 16.03 acre access easement, N69°17'32", a distance of 595.11 feet to the southeast corner and POINT OF BEGINNING of the herein described tract;

THENCE: N 69°17'32" W, continuing along said north line, a distance of 71.02 feet to a point of tangent curvature;

THENCE: Northwesterly, continuing along said north line, with a curve to the left, said curve having a radius of 1150.00 feet, a central angle of 02°01'20", a chord bearing and distance of N 70°18'12" W, 40.59 feet, and an arc length of 40.59 feet to the southwest corner of this tract;

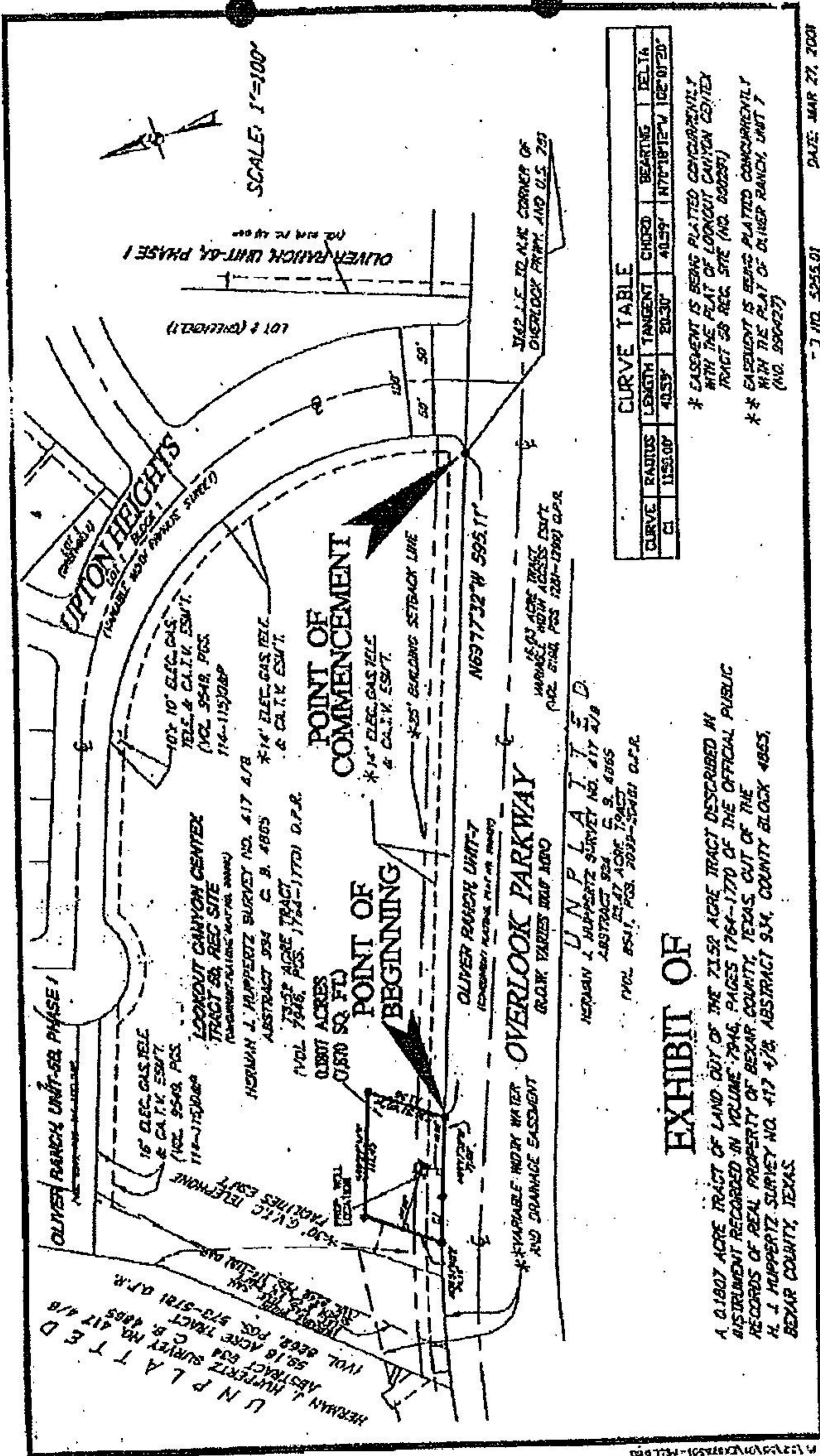
THENCE: N 36°51'40"E, departing said north line, a distance of 74.14 feet to the northwest corner of this tract;

THENCE: S 69°22'34"E, a distance of 111.45 feet, to the northeast corner of this tract;

THENCE: S36°51'40"W, a distance of 73.56 feet to the POINT OF BEGINNING and containing 0.1807 acres of land in Bexar County, Texas.

DATE: March 27, 2001  
JOB No.: 5255-01  
DOC ID.: 525501\WORD\FIELD NOTES\010321a1.doc

19474 151060



**CURVE TABLE**

CURVE CI	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
1	1153.00'	41.53'	20.30'	40.59'	N76°18'12" W	102°07'20"

\* EASEMENT IS BEING PLATTED CONCURRENTLY WITH THE PLAT OF LOOKOUT CANYON CENTER TRACT 5B REC. SITE (NO. 480285)  
 \*\* EASEMENT IS BEING PLATTED CONCURRENTLY WITH THE PLAT OF OLIVER RANCH, UNIT 7 (NO. 480427)

-7 NO. 5255.01 DATE: MAR 27, 2001

**EXHIBIT OF**

A 0.1807 ACRE TRACT OF LAND OUT OF THE 7152 ACRE TRACT DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 7046, PAGES 1764-1770 OF THE OFFICIAL PUBLIC RECORDS OF BEAR COUNTY, TEXAS, OUT OF THE H. J. HUMPERTZ SURVEY NO. 417 478, ABSTRACT 934, COUNTY BLOCK 4865, BEAR COUNTY, TEXAS.

**U N P L A T T E D**  
 HERMAN J. HUMPERTZ SURVEY NO. 417 478  
 ABSTRACT 934 C. B. 4865  
 VOL. 7046, PAGES 1764-1770 D.P.R.  
 U N P L A T T E D  
 HERMAN J. HUMPERTZ SURVEY NO. 417 478  
 ABSTRACT 934 C. B. 4865  
 VOL. 7046, PAGES 1764-1770 D.P.R.

190101 461061

# **Exhibit D**

School Tract (20.95 acres)



FIELD NOTES  
FOR

A 20.95 acre, (912,500 square foot), tract of land being 17.92 acres out of a 140.4 acre tract described in Special Warranty Deed recorded in Volume 7878, pages 1299-1306, Official Public Records of Real Property of Bexar County, Texas, and 3.03 acres out of a 468.0 acre tract described in Special Warranty Deed recorded in Volume 7946, pages 1749-1759, Official Public Records of Real Property of Bexar County, Texas, being also out of the H.J. Huppertz Survey No. 417 4/8, Abstract 934, County Block 4865, Bexar County, Texas, and being further described by metes and bounds as follows:

COMMENCING: At a found  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", a point on the north line of a 16.03 acre variable width access easement described in instrument recorded in Volume 8190, pages 1281-1299 of the Official Public Records of Real Property of Bexar County, Texas, the west corner of a 35.93 acre tract of land described in instrument recorded in Volume 8300, pages 1289-1295, Official Public Records of Real Property of Bexar County, Texas, the southeast corner of a 73.52 acre tract of land described in instrument recorded in Volume 7946, pages 1764-1770, Official Public Records of Real Property of Bexar County, Texas;

THENCE: S  $09^{\circ}40'11''$  W, (the bearings for this survey are based on the deed of the above referenced 16.03 acre variable width access easement), a distance of 101.88 feet to a set  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson", a point on the south line of the 16.03 acre variable width access easement, the most northerly northwest corner and POINT OF BEGINNING of the herein described tract;

THENCE: S  $69^{\circ}17'32''$  E, coincident with the south line of the 16.03 acre variable width access easement, a distance of 54.49 feet to a found  $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson"; the beginning of a curve to the right;

THENCE: Southeasterly, continuing coincident with the south line of the 16.03 acre variable width access easement, and with the curve to the right, said curve having a radius of 1150.00 feet, a central angle of  $24^{\circ}36'05''$ , a chord bearing and distance of S  $56^{\circ}59'30''$  E, 489.99 feet, and an arc length of 493.78 feet, to a set  $\frac{1}{2}$ " iron rod with a yellow cap marked

ML8799 P0276

PAPE-DAWSON ENGINEERS, INC.

655 East Ramsey | San Antonio, Texas 78216 | Phone 210.375.9000 | Fax 210.375.9010 | info@pape-dawson.com

"Pape-Dawson", a non-tangent point on the curve, a corner of the herein described tract;

THENCE: S 47°48'03" W, a distance of 66.49 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", the beginning of a curve to the left;

THENCE: Southwesterly, southeasterly, and northeasterly, with the curve to the left, said curve having a radius of 50.00 feet, a central angle of 180°00'00", a chord bearing and distance of S 42°11'57" E, 100.00 feet, and an arc length of 157.08 feet, to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", the end of the curve;

THENCE: N 47°48'03" E, a distance of 66.49 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", a non-tangent point on the curved south line of the 16.03 acre variable width access easement, a corner of the herein described tract;

THENCE: Southeasterly, coincident with the south line of the 16.03 acre variable width access easement and with a curve to the right, said curve having a radial bearing of S 50°17'34" W, a radius of 1130.00 feet, a central angle of 16°03'29", a chord bearing and distance of S 31°40'41" E, 321.25 feet, and an arc length of 322.31 feet, to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", the end of the curve;

THENCE: S 23°38'57" E, coincident with the south line of the 16.03 acre variable width access easement, a distance of 261.83 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson" for the east corner of the herein described tract;

THENCE: S 64°12'43" W, a distance of 607.64 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", an angle point;

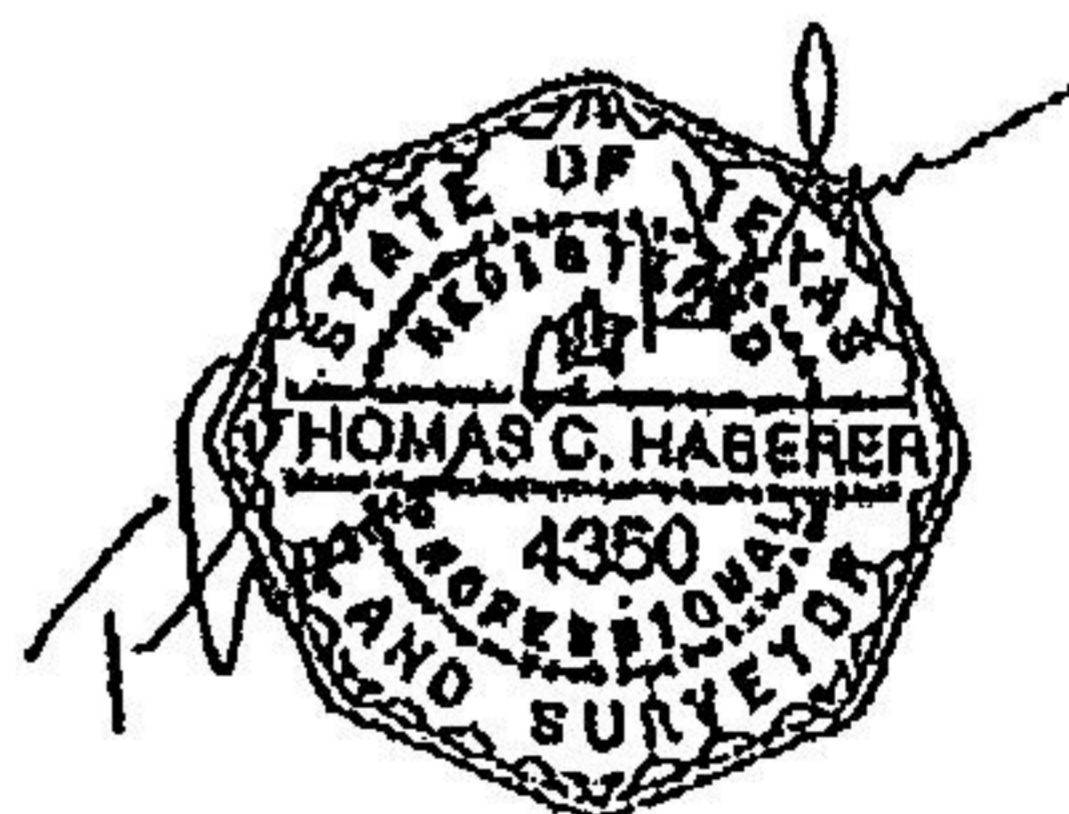
THENCE: S 44°52'15" W, a distance of 125.00 feet to a set 1/2" iron rod with a yellow cap marked "Pape-Dawson", the south corner of the herein described tract;

THENCE: N 49°17'00" W, a distance of 951.84 feet to set 1/2" iron rod with a yellow cap marked "Pape-Dawson", the west corner of the herein described tract;

ML 8799 PG 0277

- THENCE: N 25°04'52" E, a distance of 133.71 feet to set ½" iron rod with a yellow cap marked "Pape-Dawson", the beginning of a curve to the right;
- THENCE: Northeasterly, with the curve to the right, said curve having a radius of 400.00 feet, a central angle of 39°30'55", a chord bearing and distance of N 44°50'19" E, 270.43 feet, and an arc length of 275.87 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson" the end of this curve, the beginning of a curve to the left;
- THENCE: Northeasterly with the curve to the left, said curve having a radius of 800.00 feet, a central angle of 14°20'12", a chord bearing and distance of N 57°25'40" E, 199.66 feet, an arc length of 200.18 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", the end of this curve, the beginning of another curve to the left;
- THENCE: Northeasterly, with this curve to the left, said curve having a radius of 380.00 feet, a central angle of 32°24'55", a chord bearing and distance of N 34°03'06" E, 212.13 feet, and an arc length of 214.99 feet to the end of this curve, the beginning of a curve to the right, the most westerly northwest corner of the herein described tract;
- THENCE: Northeasterly with the curve to the right, said curve having a radius of 15.00 feet, a central angle of 92°51'49", a chord bearing and distance of N 64°16'33" E, 21.74 feet, and an arc length of 24.31 feet to the POINT OF BEGINNING, containing 20.95 acres, being described in accordance with a survey made on the ground and a survey map prepared by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.  
JOB NO.: 5046-00  
DATE: July 27, 2000  
DOC ID: 5046001W0000000728-1



VL8799 PG0278

School Tract (0.2445 acres)

FIELD NOTES  
FOR

A 0.2445 acre, (10,650) square foot, tract of land being out of a 57.04 acre tract described in Special Warranty Deed recorded in Volume 8541, Pages 2039-2046, of the Official Public Records of Real Property of Bexar County, Texas, being also out of the H.J. Huppertz Survey No. 417 1/8, Abstract 934, County Block 4865, Bexar County, Texas, and being further described by metes and bounds as follows:

- COMMENCING: At a found 1/2" iron rod with yellow cap marked "Pape-Dawson"; a point on the north line of a 16.03 acre variable width access easement described in instrument recorded in Volume 8190, Pages 1281-1299 of the Official Public Records of Real Property of Bexar County, Texas, the west corner of Lot 74, Block 5, of Oliver Ranch, Unit-6A, Phase I as recorded in Volume 9549, Page 45 of the Deed and Plat Records of Bexar County, Texas, the southeast corner of Lot 2, Block 1 of Oliver Ranch, Unit-5B, Phase I as recorded in Volume 9549, Page 115 of the Deed and Plat Records of Bexar County, Texas;
- THENCE: S 09°40'11" W, a distance of 101.88 feet to a point on the south line of the 16.03 variable width access easement;
- THENCE: S 69°17'32" E, coincident with the south line of the 16.03 acre variable width access easement, a distance of 54.49 feet to a point of curvature, the beginning of a curve to the right;
- THENCE: Southeasterly, continuing along the south line of the 16.03 acre variable width access easement, and with a curve to the right, said curve having a radius of 1150.00 feet, a central angle of 24°36'05", a chord bearing and distance of S 56°59'30" E, 489.99 feet, and an arc length of 493.78 feet to a point on the curve, and the POINT OF BEGINNING of the herein described tract;
- THENCE: Southeasterly, continuing along the south line of the 16.03 acre variable width access easement and continuing along said curve to the right, said curve having a radial bearing of S 45°18'32", a radius of 1150.00 feet, a central angle of 04°59'02", a chord bearing and distance of S 42°11'57" E, 100.00 feet, and an arc length of 100.03 feet to a point of non-tangency;
- THENCE: S 47°48'03" W, departing the south line of the 16.03 acre tract, a distance of 66.49 feet to a point of curvature;

VL8799 P0279

FIELD NOTES  
0.2445 Acre Tract  
Page 2 of 2

THENCE: Southwesterly, northwesterly, and northeasterly, with a curve to the right, said curve having a radius of 50.00 feet, a central angle of 180°00'00", a chord bearing and distance of N 42°11'57" W, 100.00 feet, and an arc length of 157.08 feet, to a point of tangency;

THENCE: N 47°48'03" E, a distance of 64.9 feet to the POINT OF BEGINNING, containing 0.2245 acres of land in Bexar County, Texas.

Prepared by: Pope-Dawson Engineers, Inc.  
Job No.: 5255-01  
Date: March 22, 2001  
Doc. Id.: 232501\Work\5255-01.dwg

1018799 160280

# **Exhibit E**

The Frost National Bank

LIENHOLDER'S CONSENT

The undersigned, being the owner and holder of existing mortgage(s) and liens upon and against a portion of the Property subject to this Master Declaration, being described in the Deed of Trust for the benefit of the undersigned recorded in Volume 8262, Page 589, Real Property Records of Bexar County, Texas, as may be amended from time to time, and acting solely as mortgagee and lienholder and at the specific request of the Declarant, does hereby consent to and join in the foregoing Master Declaration for the limited purposes herein stated.

The undersigned hereby join in the execution of this instrument for the sole purpose of subordinating the liens held by the undersigned to all of the provisions of the foregoing Master Declaration of Covenants, Conditions and Restrictions for Lookout Canyon. Any owner who accepts title to any of the Property subject to this Master Declaration specifically acknowledges that the undersigned lienholder is not a party to this Master Declaration except for the sole purpose of subordinating its liens as set out above, and each Owner who accepts title to any of the Lots hereby specifically and unconditionally releases and discharges said lienholder from any claims or liability with respect to, or arising out of, the Master Declaration except as to actions which may hereafter be taken by lienholder as a successor to the interest of Declarant.

Executed to be effective as of March 12, 2001.

LIENHOLDER:

THE FROST NATIONAL BANK

By: Betsy Gleason  
Name: Betsy Gleason  
Title: SE Vice President

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