SCANNED




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

**DECLARATION OF PROTECTIVE COVENANTS**

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

ARTICLE I – RECITALS

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

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

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

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

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

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

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



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

## ARTICLE II – RESTRICTIONS

### 2.1 Restrictions on the Property

The Property shall be subject to the following restrictions:

(a) Area C(XI). Area C(XI) shall be limited to land uses within development density categories O1, MF-25, R-5, R-6, and R-20 as defined in the City of San Antonio Unified Development Code.

(b) Area C(XXVIII). Area C(XXVIII) shall be limited to land uses within development density categories C1, C2, O1, O1.5, MF-25, MF-33, and MF-40 as defined in the City of San Antonio Unified Development Code.

(c) Hours of Operation. For any commercial (non-office) uses on the Property, no business may be open to the public prior to 5:30 a.m. or after 11:00 p.m. Monday through Sunday.

(d) Expressly Prohibited Uses. The following uses are prohibited to be conducted on the Property:

1. Fast food establishment;
   a. The phrase "fast food establishment" shall be defined as a restaurant with a limited menu at which the food is cooked in bulk in advance and kept hot; finished and packaged to order; and is usually made ready to take off-premises (although minimal seating/table service may be provided). Examples of a fast food establishment include a "McDonald's" or a "Taco Bell."
   b. Notwithstanding anything herein to the contrary, the phrase "fast food establishment" shall not be interpreted to prohibit a retail coffee operation, including but not limited to a "Starbucks" or similar retail coffee operation on the Property.
2. Any business with a drive-through;
   a. Notwithstanding anything herein to the contrary, drive-throughs shall be allowed on the Property in connection with banks, or drugstores/pharmacies.
3. Drug abuse or drug treatment offices or centers;
4. Nightclub or dance hall;
5. Bar, pub, or tavern;

a. Notwithstanding anything herein to the contrary, the terms "bar, pub, or tavern" shall not be interpreted to prohibit the sale of alcohol as part of a grocery store, drugstore/pharmacy, permitted restaurant or other food service establishment on the Property.

6. Liquor store;

7. Mini warehouse/self-service storage;

8. Vehicle fuel filling station;

9. Auto repair, or auto oil, lube, and tune-up;

10. Any "adult" or sexually-oriented business;

11. Pawn Shops, "Payday" loan shops, or similar businesses;

12. Day Labor or similar businesses; and,

13. Tattoo businesses.

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

(e) Building Design. All buildings constructed on the Property must adhere to the requirements and restrictions governing appearance and design characteristics for the applicable zoning classifications as outlined in the Fourth Amendment to the Second Amended and Restated Stone Oak Master Plan, recorded in Volume 13310, Page 1092 of the Real Property Records of Bexar County, Texas (the "Stone Oak Master Plan"). Notwithstanding the foregoing or anything herein to the contrary, nothing in this Declaration shall be interpreted to require the prior review or approval of any improvement on the Property by SOCOMA or the Architectural Control Committee referenced in the Stone Oak Master Plan.

(f) Masonry Requirements: The exterior walls of each building shall be composed of at least 75% (configured as a 3/4 wraparound) masonry or masonry veneer, said percentage to apply to the aggregate area of all exterior walls. Doors, windows and similar openings shall be included as contributing to the minimum masonry requirements. The minimum masonry requirement specified shall apply to only the lower floor of a multi-story building. The 3/4 wraparound configuration requires 100% masonry on the front wall and each adjacent side wall of a single-story building and the lower floor of a multi-story building. Masonry or masonry

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

(g) Roof requirements: No exposed roof surfaces on any structure or any secondary structures shall be of wood shingles or wood shakes. All surfaces shall be tile, metal, or asphalt shingles with a 20-year rating or higher.

(h) Construction Requirements. No construction supplies or materials of any kind shall be placed or stored upon the Property except while construction activity is taking place on the Property. However, at no time may any construction supplies or materials be placed or stored in the Setback (as hereinafter defined). No outdoor construction shall occur before 7 a.m. or after 8 p.m. Monday through Friday, nor before 8 a.m. or after 7 p.m. on Saturday and at no time on Sunday or on City of San Antonio-recognized holidays. Notwithstanding anything herein to the contrary, such limitation on outdoor construction hours shall not apply to construction activities occurring on the inside of any structure. All outdoor construction shall minimize the amount of inhalable particulate matter produced by using the best commercial practices to comply with Texas Commission on Environmental Quality requirements while outdoor construction activities are taking place on the Property. Declarant, or any subsequent owner or other successor or assign, is responsible for providing security measures during construction.

(i) Solar Panels. No solar panel may exceed the peak height of the structure on which it is mounted. Solar panels must be constructed with non-reflective surfaces or shielded such that no sunlight is reflected toward SOCOMA residences.

(j) Exterior Stairway. Any stairwell constructed outside of the exterior walls of any office building shall be enclosed and hidden from view from the ground, the enclosure of which shall be constructed of material identical to the material used to construct the exterior of such office building. All other stairways must be physically located within the interior of such office building.

(k) Building Height. In no event shall the maximum height of the permanent structure of any building on the Property exceed 1085 feet above mean sea level, as measured to the highest point of the roof top of such structure.

(l) Setback. No building shall be constructed or placed within the Setback, as herein defined. The Setback is a 170 foot wide strip of land along the western boundary of the Property and is comprised of:

1. a one hundred (100) foot wide City Public Service (CPS) easement (the "Easement") which is located on the westernmost portion of the Property adjacent to SOCOMA properties; and

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

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

(m) Native Vegetation & Landscape Barrier. Unless reasonably necessary for construction of the access road on the Roadway Area, no native vegetation within the Setback may be removed, including, but not limited to, any existing canopy trees, understory trees, and shrubs. Declarant agrees to augment such native vegetation by planting and maintaining a landscape barrier, to be located adjacent to the western boundary line of the Roadway Area for the length of any part of the access road that lies within fifty feet (50') of the eastern boundary of the Easement. The landscape barrier shall have the following landscaping: along each one hundred (100) lineal feet, two (2) canopy trees with a minimum trunk-diameter of three (3) inches as of the date of planting; two (2) understory trees with a minimum trunk-diameter of three (3) inches as of the date of planting; and, a combination of ten (10) large, medium, and small shrubs. Declarant, or any subsequent owner of all or a portion of the Property, shall be responsible for maintaining the landscape barrier.

(n) Privacy Fence. Declarant shall construct a wooden privacy fence of no less than six (6) feet in height along any portion of the western boundary of the Easement that does not already have a privacy fence as of the date this document is executed (the "Fence"). The Fence shall generally match the composition and character of the existing privacy fences along the property line. The Fence shall be completed within thirty (30) days from the date a building permit is applied for on any portion of the Property.

(o) Parking. There shall be no covered parking or carport erected or kept anywhere on the Property unless the covered parking or carport is associated with a drive-through facility allowed herein, or is solely for the use of the occupants of any residential structure and otherwise complies with all development standards for such covered parking or carport use applicable to the Property. No trailer, camper, recreational vehicle, boat or mobile home shall be kept or stored on any portion of the Property developed for non-residential use once a Certificate of Occupancy is issued by the City of San Antonio for such portion of the Property.

(p) Tree Preservation. Upon submittal of a Building Permit Application to the City of San Antonio for the Property, or a portion thereof, Declarant shall construct all improvements encompassed by such Building Permit Application in a manner that complies with the applicable City of San Antonio Tree Preservation Ordinance.

(q) Storm-water Management. Upon submittal of a Building Permit Application to the City of San Antonio for the Property, or a portion thereof, Declarant shall construct all improvements encompassed by such Building Permit Application in a manner that complies with the applicable City of San Antonio Storm-water Management Ordinance and the applicable regulations of the Texas Commission on Environmental Quality. Any retention pond constructed or placed on the Property shall have a solid enclosure or vegetative screening around its perimeter.

(r) Trash Receptacle Location and Enclosure. Declarant shall not place any dumpster or trash receptacle within 200 feet of the western boundary line of the Property. Declarant shall use its best efforts to limit the hours of waste management and removal of the centralized dumpster or trash receptacle areas to within the hours of 7:00 a.m. and 7:00 p.m.

(s) Lighting. Declarant shall construct all improvements on the Property in a manner that complies with the City of San Antonio Camp Bullis Military Overlay District ("MLOD"), and to the extent not already required by the MLOD, in a manner that directs all lighting downward and away from the western boundary of the Property.

(t) Signage. All signage constructed on the Property must adhere to the requirements and restrictions governing signage design and dimension for the applicable zoning classification as outlined in the Stone Oak Master Plan. Notwithstanding anything herein to the contrary, nothing in this Declaration shall be interpreted to require the prior review or approval of any improvement on the Property by SOCOMA or the Architectural Control Committee referenced in the Stone Oak Master Plan.

(u) Power Poles. Declarant shall attempt to limit utility power poles on the Property to those that already exist as of the date this document is executed.

(v) Outdoor Equipment. To the extent reasonably possible, air conditioning equipment shall be screened from view from the ground with landscaping or a solid enclosure. To the extent reasonably possible, the use of exterior speakers, horns, bells, whistles or other sound-emitting devices on the Property shall be limited to within the hours of 7:00 a.m. and 7:00 p.m.

(w) Satellite Dishes and Antennas. No satellite dish or antenna larger than three (3) feet in diameter shall be permitted on the exterior of the Property, unless such satellite dish or antenna is screened from view from the ground by landscaping or a solid enclosure. No cellular phone tower or aerial antenna shall be constructed or erected on the Property for any purpose.

2.2 Non-Applicability of Restrictions on Certain Property

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

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

2.3 Recording

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

2.4 Duration

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

2.5 Default and Enforcement

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

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

2.6 Severability

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

2.7 Amendment

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

## ARTICLE III - COVENANTS TO RUN WITH THE LAND

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

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

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

By: Darlene Steubing Dague
Title: General Partner

STATE OF TEXAS §
§
COUNTY OF BEXAR §

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

JEAN CARPENTER
Notary Public, State of Texas
My Commission expires
October 23, 2011

Jean Carpenter
Notary Public, State of Texas

SOCOMA HOMEOWNERS ASSOCIATION, INC.,

By: Harold William Nelly
Title: President, SOCOMA HOA

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

This instrument was acknowledged before me on the 28th day of ~~Aug~~ Sep, 2009, by ~~Maria Hernandez~~ Harold William Nelly as the duly authorized agent for SOCOMA Homeowners Association, Inc.

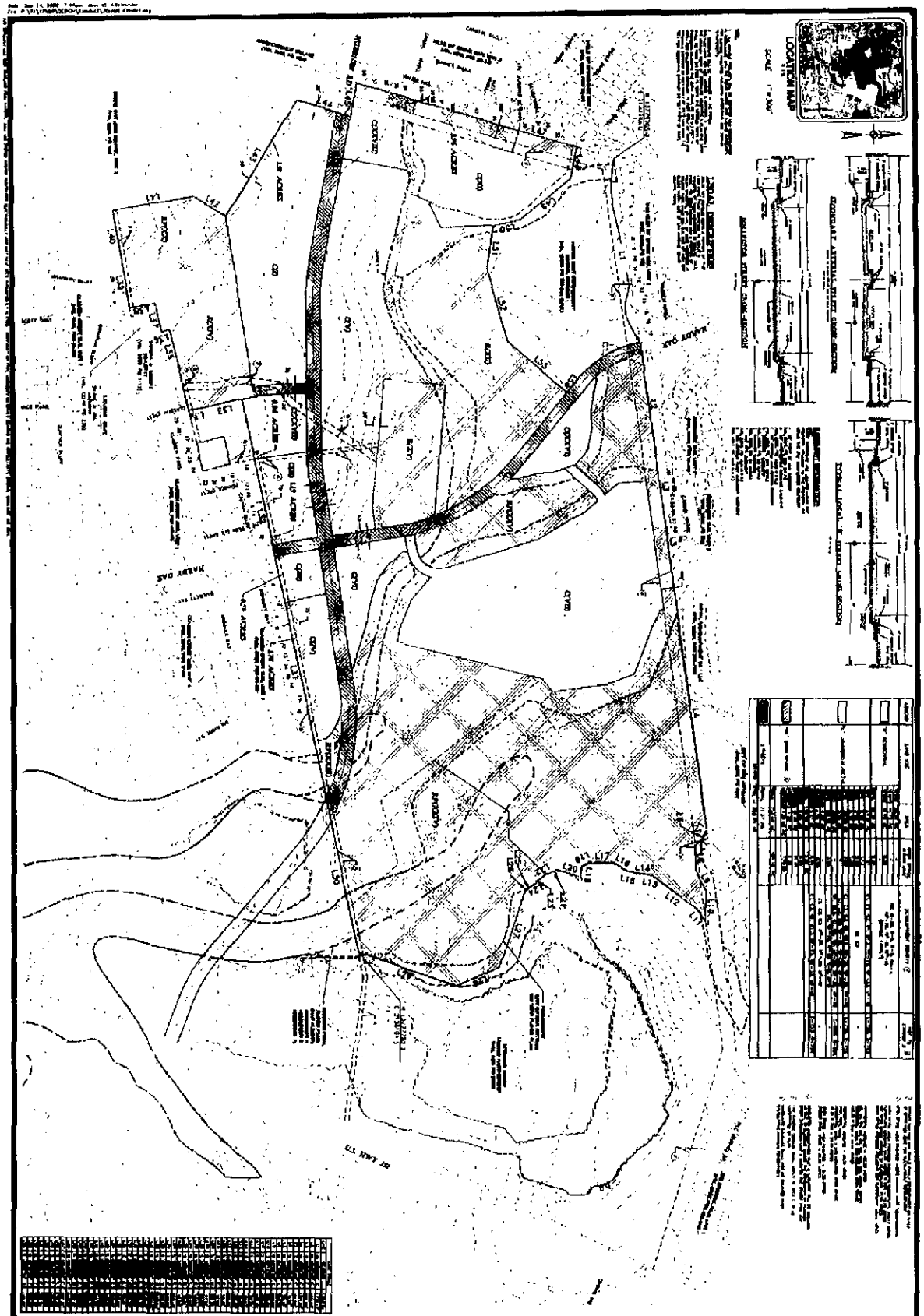
OFFICIAL SEAL
Maria Hernandez
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 9/28/13

9/28/09

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

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





*STEUBING RANCH*

*#025A-08*

*MASTER PLANNED COMMUNITY DISTRICT PLAN*

PAPE-DAWSON ENGINEERS

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER ETC.

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

OCT 19 2009

Doc# 20090204002 Fees: $64.00
10/19/2009 4:04PM # Pages 13
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF, COUNTY CLERK

COUNTY CLERK BEXAR COUNTY, TEXAS