

NOW, THEREFORE, it is hereby declared that all of the Property described above shall be held, sold and conveyed subject to the following restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real Property and shall be binding on all parties having right, title or interest in or to the above described Property or any part thereof, and their heirs, successors, and assigns, and which restrictions, covenants, and conditions shall inure to the benefit of each owner thereof.

I.

DEFINITIONS

(1) "Association" shall mean and refer to THE ESTATES AT STONEGATE PROPERTY OWNERS ASSOCIATION, and its successors and assigns.

(2) "The Property or Properties" shall mean and refer to all such existing Property, described above, as are subject to this Declaration.

(3) "Common Property or Common Area" shall mean and refer to all real Property owned by the Association and intended to be devoted to the common use and enjoyment of the owners of the Property, as well as any other Property owned from time to time by the Association, whether real, personal or mixed.

(4) "Lot" shall mean any platted Lot as shown in the plat of THE ESTATES AT STONEGATE SUBDIVISION recorded in Volume 9506, Pages 53-55 of the Deed and Plat Records of Bexar County, Texas.

(5) "Member" shall mean and refer to every person or entity who holds membership in the Association.

(6) "Owner" shall mean and refer to the record owner, whether one or more persons, or entities, of a fee simple title to any Lot in said Subdivision, but excluding those having such interest merely as security for the performance of an obligation.

(6) "Declarant" shall mean and refer to OAK VILLAGE ESTATES DEVELOPMENT CORPORATION, a Texas Corporation.

(7) "Subdivision" shall mean and refer to THE ESTATES AT STONEGATE SUBDIVISION created from the Property according to the Plat(s) thereof recorded in the Deed and Plat Records of Bexar County, Texas.

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II.

MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any Lot which is subject to this Declaration shall be members of the Association; provided however, the foregoing does not include those persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. All present or future owners are subject to the terms of this Declaration and the mere acquisition of any Lot will signify that this Declaration is accepted, ratified, and will be complied with.

III.

VOTING RIGHTS

Each member of Association shall be entitled to one vote for each Lot in which he holds the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members, provided however, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

IV.

POWER AND DUTIES OF THE ASSOCIATION

THE ASSOCIATION shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem them necessary and advisable: provided however, nothing herein contained shall be deemed to prevent any owner from enforcing any covenants or restrictions in his own name.

(1) To enforce this Declaration either in its own name or in the name of any owner within the Subdivision. Provided however, this right of enforcement shall not serve to prevent such changes, releases or modifications or restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the Property Owners, wherever and whenever such rights of assignment exist. The expenses and costs of any such proceedings shall, however, be paid out of the general fund of the Association as herein provided.

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(2) To plant trees, shrubs, plants, and flowers and to care for, spray, trim and replant trees, shrubs, plants, and flowers on all Property owned by the Association.

(3) To mow, care for and maintain the Property owned by the Association, to cut and remove weeds and grass, to pick up and remove therefrom loose gravel, materials, trash and rubbish, and to do any and all things necessary or desirable to properly maintain and care for the Property owned by the Association.

(4) To provide such lighting as the Association may deem advisable on the Property owned by the Association.

(5) To make temporary or permanent improvements to the Property owned by the Association provided such improvements are approved and sanctioned by a two-thirds vote of the membership at any meeting called for purpose of such determination.

(6) To acquire or own title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association.

(7) To borrow money by and through the Board of Directors, provided the borrowing of funds is approved and sanctioned by a two-thirds vote of the membership at a meeting called for the purpose of such determination.

(8) To maintain the Subdivision roads.

(9) The Association shall have the right to expend its funds for any of the above-mentioned purposes and for such other purposes not herein specifically mentioned as said Association acting through its Board of Directors may deem advisable for the general welfare of the Property owners in THE ESTATES AT STONEGATE SUBDIVISION.

V.

COVENANT FOR MAINTENANCE ASSESSMENTS

(1) Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association; (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest,

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costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

(2) Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and for such other purposes as stated in these Declarations.

(3) Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum annual assessment shall be determined by Declarant.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(4) Special Assessments For Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures and personal Property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

(5) Notice & Quorum for Any Action Authorized Under Sections 3 & 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 & 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled

to cast twenty percent (20%) of all the votes of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half ($\frac{1}{2}$) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(6) Rate of Assessment. Both annual and special assessments must be fixed at uniform rate, to be collected on a monthly, quarterly, semi-annual, or annual basis, for all Lots.

(7) Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(8) Non-payment of Assessments - Remedies of the Association. Assessments shall be due and payable on a date established by the Board of Directors in any calendar year. If not paid within thirty (30) days of such due date, the assessment shall bear interest at the highest rate allowed by law, and the Association may bring on action at law against the owner personally obligated to pay the assessment, and the interest, costs, and reasonable attorney's fees of any such action shall be recoverable or otherwise added to the amount of such assessment, and to foreclose the lien against each Lot retained herein. Each such Owner, by its acceptance of a deed to a Lot, hereby expressly vests in the Association or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a foreclosure of a mortgage, deed of trust, or Vendor's lien on real property, and such Owner

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hereby expressly grants to the Association a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association, and shall be for the benefit of the Lot Owners. The Association, acting on behalf of the Lot Owners shall have the power to bid in an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such lien as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding nonpayment of such defaulting owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Any Owner failing to pay the assessment shall forfeit all right to use the Property owned by the Association until such assessment has been paid. The specific remedies referred to herein shall not preclude the Association from exercising any other remedies which may legally exist, and such remedies shall be considered as cumulative.

(9) Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessments; any first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or by a bona fide deed to the mortgagee in lieu of foreclosure shall not be liable for such unpaid assessments which accrue prior to the acquisition of title to said Lot by the mortgagee and said assessment lien is expressly extinguished by acquisition by mortgagee. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

(10) Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charges and lien created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority devoted to public use; (b) all Common Property as defined in Article I, Section 3 hereof; (c) all properties exempted from taxation by the laws of the State of Texas, upon the terms and to the extent of such legal exemption; and (d) all land owned by Declarant which has not been fully developed after completion of the platting of such subdivision unit by the completion thereon of the streets from said subdivision unit as shown on said unit's plat.

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VI.

TEMPORARY MANAGEMENT BY DECLARANT

Prior to the sale of fifty (50) Subdivision Lots by Declarant, Declarant shall have the right, at its option, to perform the duties, assume the obligations, levy and collect the assessments, and otherwise exercise the powers herein given to the Association in the same way and manner as through all of such powers and duties had been reserved to the Declarant alone.

VII.

OWNER'S EASEMENTS OF ENJOYMENT

Every owner shall have a right and easement of enjoyment in and to the property owned by the Association, which right and easement shall be appurtenant to and pass with the title to every Lot. Provided however, such right and easement shall be subject to any restrictions established by the Association, and each owner's use and enjoyment of the property owned by the Association shall not interfere with the rights and enjoyment of other owners to use and enjoy the same.

VIII.

UTILITY EASEMENTS/WATER SERVICE

(1) Easements for installation, maintenance, repair and removal of utilities, including television towers, lines and cables, water and drainage facilities and floodway easements over, under and across The Property are reserved by Declarant for itself, its successors and assigns. Full right of ingress and egress shall be held by Declarant and its successors and assigns, at all times over The Property for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement, that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

(2) By acceptance of a deed to any Lot in the Subdivision each Owner agrees to acquire water from Declarant or its successors and assigns operating the water supply facility within the Subdivision, and to pay reasonable charges therefor, including, but not limited to, installation and/or tap charges, set-up fees, meter fees, disconnection fees, stand-by fees, monthly fees based upon water usage, and such other fees and charges as may be approved by the Public Utility Commission of Texas. The above and foregoing utility easements granted herein shall include, but shall not be limited to, the right of Declarant and/or its successors and assigns operating

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the water supply facility to enter into any Lot within the property for the installation, operation, maintenance, repair or removal of any utility water lines.

IX.

INSURANCE

(1) Comprehensive Public Liability. The Association shall obtain a comprehensive policy of public liability insurance covering all of the common areas insuring the Association with an amount of not less than \$500,000.00/\$1,000,000.00 covering all claims for personal injury and/or Property damage arising out of a single occurrence. Said insurance shall contain a "Severability of Interest" endorsement which shall preclude the insurer from denying the claim of a Lot Owner because of negligent acts of the Association or the Owners.

(2) Payment of Insurance and Taxes by Mortgagees and Reimbursement. The holder or holders on first mortgages and/or deeds of trust on one or more Lots affected by this Declaration may, jointly or singularly, pay taxes or other charges which are in default and which may, or have, become a charge against the Common Property and may pay overdue premiums on the insurance required to be carried by the Association hereunder, or secure new insurance coverage required to be carried by the Association hereunder, in the event of the lapse of any such policy or policies and said holder or holders making such payments shall be owed immediate reimbursement therefrom the Association. Upon demand, the Association shall cause to be duly executed and delivered to any holder of any such mortgage and/or deed of trust an agreement in writing in favor of and for the benefit of all holders of such first mortgages and/or deed of trust setting forth and implementing this provision.

(3) Additional Insurance and Insurance Company Rating Requirement. The Association may obtain any additional type of insurance as the Directors determine is necessary, advisable or prudent for adequate Association protection. Any company writing insurance for the benefit of the Association shall carry a BBB+ or higher rating, and be authorized to do business in the State of Texas. Without limiting the foregoing, the Association may purchase fidelity coverage for its officers, directors, or employees, fire and casualty and other hazards insurance for the Common Areas.

(4) Other Insurance Requirements. Any and all insurance policies obtained by the Association are unacceptable where: (1) under the terms of

the carrier's charter, bylaws, or policy, contributions or assessments may be made against Owner, mortgagee or Association, or (ii) by the terms of the carrier's charter, bylaws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders or members; or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent Owner, mortgagee or Association from collecting insurance proceeds.

X.

ARCHITECTURAL CONTROL

No building or fence or other structure shall be erected, placed or altered on any Lot in this Subdivision controlled by these covenants until the building and/or fence and/or other construction plans and specifications with a plot plan showing the specific location of such building and/or fence and/or other construction shall have been approved in writing as to the quality of workmanship and materials, conformity and harmony of external design with existing structures in the Subdivision, and as to the location of the building and/or fence and/or other construction with respect to lot lines, trees, topography and finished ground elevation by an Architectural Committee composed of three (3) or more persons who may or may not be Members of the Association, or by a representative designated by a majority of the members of said Committee. Said Committee shall be chosen by Declarant until such time as fifty percent (50%) of the Subdivision Lots have been sold by Declarant, and thereafter, said Committee shall be chosen by the Board of Directors of the Association. In the event of the death or resignation of any member of said Committee, the remaining member or members shall have full authority to approve or disapprove such plans, specifications and plot plans. In the event said Committee or its designated representative fails to approve or disapprove such plans, specifications and plot plan within forty-five (45) days after such completed plans, specifications and plot plan have been submitted to it, such approval will not be required and the covenant will be deemed to have been fully complied with. Such Committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be construed or interpreted as vague, indefinite, uncertain, and capable of more than one interpretation. All decisions of such Committee shall be final and binding, and there shall be no revision of any action of such Committee except by procedure of injunctive relief when such action is patently

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arbitrary and capricious. Members of said Committee shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder; it being understood and agreed that any remedy shall be restricted to injunctive relief and no other. The powers and duties of such Committee and its designated representative and the requirements of this covenant shall cease on and after January 1, 2000, provided, however, that at that time the then record owners of a majority of the lots in the Subdivision, controlled by these covenants shall have the power through a duly recorded written instrument to extend the powers and duties of such Committee, or to withdraw from the Committee any of its powers and duties, or to restore to the Committee any of its powers and duties. Such Artichectural Committee shall not be entitled to any compensation for services pursuant to this covenant, but shall be entitled to reimbursement of reasonable expenses incurred in connection with its services performed.

XI.

USE RESTRICTIONS

The Property shall be subject to the following protective covenants and restrictions.

(1) That plans for all improvements be submitted to the Architectural Committee for approval;

(2) That each of the Lots in the Subdivision shall hereafter be used only for the construction of one (1) single family residence or main dwelling unit thereon, including other appurtenant structures permitted under the terms hereof, with it being intended that no commercial use of any such Lots shall be permitted, and that each main dwelling unit constructed on each such Lot shall contain at least 2,000 square feet of area, exclusive of porches, garages, balconies, terraces, breezeways, accessory buildings and the like;

(3) That all single family main dwelling units hereafter constructed in such Subdivision shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof;

(4) That the entire exterior of all main dwelling units constructed in such Subdivison, together with the driveways, sidewalks and other exterior appurtenances thereto, must be completed within six (6) months after the

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commencement of work thereon or the placing of materials therefor on such Property, whichever occurs the earliest;

(5) That all main dwelling units constructed in such Subdivision shall be set back at least 50 feet from the front Property line of each Lot in such Subdivision and shall be set back at least twenty-five (25) feet from the side and rear Lot lines of each Lot in such Subdivision, and all such improvements on any Lot in such Subdivision must face on the street upon which such Lot fronts. On corner residential lots, no building shall be located nearer than fifty (50) feet to any side street property line. The residence constructed on all corner Lots must be designed either to face into the corner or to extend approximately parallel to both streets in a manner that will present a neat appearance to those homes across the street in both directions. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of the building; however, this shall not be construed to permit any encroachment on another Lot or street.

The Architectural Committee is hereby given authority to waive the setback and side yard requirements provided in the above paragraph, as follows:

With written approval of the Architectural Committee, any building may be located nearer the front property line, side property line or rear property line, as provided in the above paragraph, where in the opinion of said Committee the proposed location of the building will add to the appearance and value of the property and will not detract from the appearance and value of other properties.

(6) The area of the outer walls of the main residence building constructed on any Lots shall be composed of at least seventy-five percent (75%) masonry, said percentage to apply to the aggregate area of all said walls. Glass areas may be construed as masonry areas. At the discretion of the Architectural Committee, the amount of masonry may be reduced to permit a greater variety of architectural styles and textures. The outer walls of the garage and servants' quarters or other permitted accessory building, whether detached or attached to the main residence, shall be of the same construction as the outer walls of such residence buildings. All footing, piers, and foundations of the main residence on any Lot in said Subdivision shall be of concrete or masonry construction. All mail boxes shall be constructed of masonry or other material to harmonize with the architectural style of the main residence.

(7) The roofs of the main residential buildings constructed on any of the Lots shall be of fire treated wood shingle (shake or perfection), standing seam metal, tile, concrete tile, asbestos, slate, or architectural type asphalt shingle. Built up roofs may be used only where they are not visible from the street. At the discretion of the Architectural Committee, other types of roofs utilizing a surfacing material of an architectural texture may be used.

(8) No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to a street than fifty (50) feet, without prior approval in writing of the Architectural Committee. Any fence constructed on any Lot controlled by these covenants shall also be approved in writing by the Architectural Committee prior to construction.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded corner, from the intersection of the street property lines extended. All fences on any subdivided lot shall be repaired and maintained in good condition by the owner of such Lot.

No fence shall be erected or constructed until a fencing plan depicting the proposed location and a detail of materials has been submitted to and approved in writing by the Architectural Committee. Any fence erected without such approval or in violation of any other requirement herein shall be removed at the owner's expense within ten (10) days of receipt of notice that it is in violation of the requirements set out herein.

(9) All driveways shall be surfaced with asphalt, concrete, brick, stone, tile or other similar hard surfaced material. Driveways shall be constructed so as not to interfere with Subdivision drainage. All garages shall be entered either from the rear or the side and shall not open facing a street, unless otherwise approved by the Architectural Committee. No carport or other open, unenclosed structure intended as a storage area for vehicles shall be constructed or used on any lot.

(10) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, which at all times must be concealed from public. No trash, ashes, or other refuse may be thrown or dumped on any vacant Lot, common area, private street, easement or drainage area in said subdivision.

(12) All residences and vacant lots must be kept in an attractive fashion. Lawns must be properly maintained, and no objectionable or unsightly usage will be permitted which is visible to the public view. Upon failure of the owner to do so, The Estates at Stonegate Property Owners Association may, at its option, have the Lot cleaned and mowed; and the owner shall be obligated to reimburse the Association for the cost of such work.

(13) No structures of a temporary character, tent, shack, garage, barn, or other outbuilding, or trailer, mobile home, house trailer, recreational vehicle, truck camper or similar facility, shall be used on any Lot at any time as a residence or storage facility, either temporarily or permanently. No trailer, tent, boat, recreational vehicle, camper or stripped down, or inoperable vehicle shall be kept, parked, stored, repaired or maintained on any Lot, street or common areas, unless completely concealed from view. No commercial vehicle bearing commercial insignias or names shall be parked on any Lot except within an enclosed structure or a screened area which prevents such view thereof from adjoining Lots and streets, unless such vehicle is temporarily parked for the purpose of serving such Lot.

(14) No noxious or offensive activity shall be carried on upon any Lot or common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

No exterior lighting of any sort shall be installed or maintained on a lot where the light source is offensive or a nuisance to neighboring property (except reasonable landscape lighting that has approval of the Architectural Committee).

No exterior antenna of any sort shall be installed or maintained on any Lot except of a height, size and type approved by the Architectural Committee in writing prior to installation. No antenna when installed shall project more than six (6) feet above any roofline.

No exterior speakers, horns, whistles, bells or other sound devices (except security devices used exclusively to protect the lot and the improvements located thereon) shall be placed or used upon any lot without approval of the Architectural Committee.

No fuel or similar storage facilities shall be installed or maintained unless they are constructed as an integral part of the main structure or installed underground and approved by the Architectural Committee.

(15) No signs of any kind shall be displayed to the public view on any Lot except one professional sign of not more than one (1) square foot, or one

sign of not more than five (5) square feet advertising the property for sale or rent. Signs used by the developer or the builder to advertise the property during the construction and sales period shall be permitted irrespective of the foregoing, but shall not exceed nine (9) square feet of surface area. Sales flags shall not be placed on any Lot.

(16) All individual septic systems must comply with regulations of all governmental authorities, and malfunctioning septic systems must be placed in proper working order immediately.

(17) No firearms shall ever be discharged within the Subdivision.

(18) No surface or shaft mining operations, including oil and/or gas drilling or other operations, will be permitted on any Lot or combination of Lots in such Subdivision by the Owner or Owners of any such Lot or Lots, including their respective assigns under leases, contracts or other similar type instruments, with it being intended that no oil, gas or mineral exploratory, production or other operations of any kind or character will ever be permitted in such Subdivision.

(19) Except for horses, which shall be allowed to the limited extent hereafter described, no animals will be permitted on any Lot in the Subdivision other than those that are ordinary domestic animals normally found in a suburban subdivision for private residential use and pleasure. No animal may be raised or kept or bred for commercial purposes on any Lot. All domestic animals shall be contained within the boundaries of the property of the Owner, and any such animal declared a nuisance by ten (10) or more of the Property Owners shall be removed and disposed of in a humane and expeditious manner. A horse or horses shall be allowed on a lot provided there may be no more than one (1) horse for each acre in excess of one (1) acre, with a fraction of an acre to be considered as a full acre. (E.g., on a Lot of one (1) acre, no horse shall be allowed; on one and one-half (1- $\frac{1}{2}$) acres, one (1) horse shall be allowed; on 2.2 acres, two (2) horses shall be allowed; on 3.0 acres, two (2) horses shall be allowed; and on 3.2 acres, three (3) horses shall be allowed).

(20) The proposed location of any satellite reception dish shall be submitted to the Architectural Committee for its approval. Said Committee may require any such dish to be shielded from the view of other residences and from Subdivision roads.

XII.

BUILDING REQUIREMENTS/OPTION TO PURCHASE

The Property herein described is being conveyed by Declarant to Lot Owners for the sole and express purpose of said Owners building a home or causing a home to be built thereon. In the event any Owner should fail to commence the construction of a residence upon his Lot within the twelve (12) month period hereafter described, then Declarant and/or the Association shall have the right and option, exercisable at any time prior to the commencement of construction of a residence upon such Lot (but, in any event, on or before the expiration of five (5) years from the date of the conveyance of a Lot to such Owner hereof), to repurchase such Lot from such Owner at the same purchase price paid by such Owner, with such Owner not being entitled to receive any interest or other carrying expenses attributable thereto. For the purpose of determining the beginning of the running of the twelve (12) month period of time within which each Owner must commence construction of a residence on the Lot of each such Owner, it is agreed by Declarant and each such Owner that the twelve (12) month period shall commence to run from the date of the deed conveying the Lot to the Owner. For the purposes of this Article, "commencement of construction" shall be defined as that date when the following three (3) conditions have been fully satisfied:

1. Evidence of the availability of Owner's construction financing having been provided to Declarant;
2. The Architectural Control Committee for the Estates having issued a "building permit" to Owner for the property; and
3. Owner having caused the foundation for the proposed residence to be poured in accordance with the approved foundation plan.

XIII.

SEVERABILITY

Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

XIV.

DURATION AND AMENDMENT

The covenants, conditions and restrictions provided for in this Declaration shall run with and bind the land and shall inure to the benefit of and be

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enforceable by the Declarant, or the Owner of any Lot subject to these Declarations, their heirs and successors and assigns, and shall additionally inure to the benefit of and be enforceable by the County of Bexar, Texas, which, for a term of twenty (20) years from the date this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years. Except as hereinabove expressly provided, the provisions hereof may be amended during the first twenty (20) year period only by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be properly recorded. Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration any time prior to the time it has conveyed fifty percent (50%) of the Lots in said Subdivision.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein and herein, has hereunto caused this instrument to be executed this 19th day of April, 1985.

ATTEST:

OAK VILLAGE ESTAGES
CORPORATION

Charles D. Doege
CHARLES D. DOEGE, Secretary

By: William E. Lehr
WILLIAM E. LEHR, President

STATE OF TEXAS

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COUNTY OF BEXAR

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This instrument was acknowledged before me on the 19th day of April, 1985, by WILLIAM E. LEHR, President of OAK VILLAGE ESTATES CORPORATION, a Texas corporation, on behalf of said corporation.

Connie Divin
Notary Public, State of Texas

My commission expires: 1/19/89

Connie Divin
Notary's Printed Name

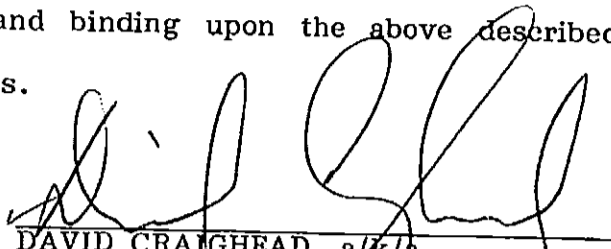
RATIFICATION AND CONSENT TO DECLARATION OF
COVENANT, CONDITIONS, AND RESTRICTIONS

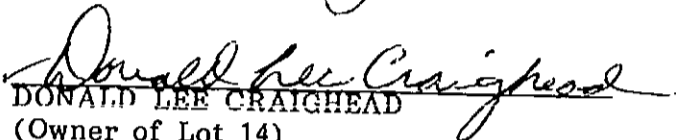
STATE OF TEXAS


COUNTY OF BEXAR

That we, the undersigned, being the Owners of all Property not owned by Declarant, due hereby ratify, affirm, confirm, and consent to the above

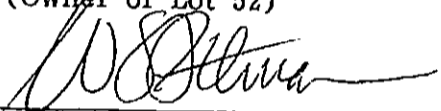
and foregoing Declaration in all respects, and agree that we, our heirs, executors, administrator, and successors and assigns shall all be bound by the terms of said Declaration, as shall our Lots and Property, which Declaration shall be a covenant running with and binding upon the above described property which is owned by each of us.


DAVID CRAIGHEAD, a/k/a
DAVID CRAIGHEAD-HOMEBUILDER
(Owner of Lot 3)


DONALD LEE CRAIGHEAD
(Owner of Lot 14)

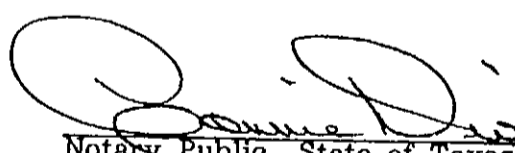

JANELLE M. CRAIGHEAD
(Owner of Lot 14)

WILLIAM S. PITMAN
PROPERTIES, INC.
(Owner of Lot 52)

By: 
WILLIAM S. PITMAN, President

STATE OF TEXAS §
COUNTY OF Baylor §

This instrument was acknowledged before me on the 25th day of April, 1985, by DAVID CRAIGHEAD, a/k/a DAVID CRAIGHEAD-HOMEBUILDER.


Notary Public, State of Texas
CONNIE D. MINN
Notary Public, Baylor County, Texas
Notary's Printed Name
My Commission Expires 11/2/89
My commission expires:

VO13386 PAGE0141

STATE OF TEXAS §
COUNTY OF Bexar §
§

This instrument was acknowledged before me on the 25th day of April, 1985, by DONALD LEE CRAIGHEAD.

Connie D. Divin
Notary Public, State of Texas
Notary Public, Bexar County, Texas
Notary's Printed Name CONNIE DIVIN
My commission expires: 1/19/89

STATE OF TEXAS §
COUNTY OF Bexar §
§

This instrument was acknowledged before me on the 25th day of April, 1985, by JANELLE M. CRAIGHEAD.

Connie D. Divin
Notary Public, State of Texas
Notary's Printed Name CONNIE DIVIN
My commission expires: 1/19/89

STATE OF TEXAS §
COUNTY OF Bexar §
§

This instrument was acknowledged before me on the 25th day of April, 1985, by WILLIAM S. PITMAN, President of WILLIAM S. PITMAN PROPERTIES, INC. for and on behalf of said corporation.



Sandra M. Castellano
Notary Public, State of Texas
Notary's Printed Name Sandra M. Castellano
My commission expires: 6-18-85

AFTER RECORDING RETURN TO:
Bill Lehr
c/o Realign #108
14800 San Pedro
San Antonio, Texas 78232

VOL 3386 PAGE 0142

BAKER SURVEYING, INC.
LAND SURVEYING
11003 WYE DRIVE
SAN ANTONIO, TEXAS 78217
TELEPHONE 653-7270

ORIGINAL DIM

Field notes of a 100.00 acre tract of land situated in Bexar County, Texas, consisting of 5.2 acres out of the H. J. Huppertz Survey No. 417 4/8, County Block 4865, 32.0 acres out of the Edward Penschorn Survey No. 367, County Block 4850, 43.3 acres out of the Beatty, Seale and Forwood Survey No. 417 3/8, County Block 4848, 16.7 acres out of the Theodore Koester Survey No. 1, County Block 4849, and 2.7 acres out of the Guadalupe College Survey No. 418, County Block 4847, being part of that 1064.323 acre tract described in Deed Recorded in Volume 2495, Page 994, of the Real Property Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at an iron pin set in fence in the north line of the 1064.323 acre tract for the north east corner of this tract and the north west corner of a 100.00 acre tract, this day surveyed, and being 3885.80 feet in a westerly direction along the north line of the 1064.323 acre tract from its north east corner.

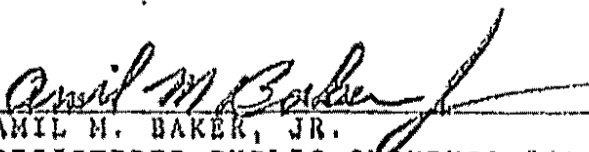
Thence S 00° 45' 24" E. 1596.92 feet to an iron pin set for the south east corner of this tract and the south west corner of the other 100.00 acre tract, this day surveyed.

Thence N 89° 14' 36" W. 2828.36 feet to an iron pin set for the south west corner of this tract and the south east corner of a 147.848 acre tract, this day surveyed.

Thence N 00° 45' 24" E. 1483.31 feet to an iron pin set in fence in the north line of the 1064.323 acre tract for the north west corner of this tract and the north east corner of the 147.848 acre tract.

Thence N 88° 27' 23" E. 2830.63 feet with fence and the north line of the 1064.323 acre tract to the place of beginning and containing 100.00 acres of land according to a survey on the ground for Tom Williams, exclusively, by Baker Surveying, Inc.

Job No. 83-102


AMIL M. BAKER, JR.
REGISTERED PUBLIC SURVEYOR #1469

VO13386 PAGE0143

BAKER SURVEYING, INC.
LAND SURVEYING, INC.
11003 WYE DRIVE
SAN ANTONIO, TEXAS 78217
TELEPHONE 653-7270

ORIGINAL DIM

Field Notes of a 100.00 acre tract of land situated in Bexar County, Texas consisting of 85.8 acres out of the H. J. Huppertz Survey No. 417 1/8, County Block 4855 and 14.2 acres out of the Edward Penshorn Survey No. 367, County Block 4850 being a part of that 1064.323 acre tract described in Deed Recorded in Volume 2495, page 994 of the Real Property Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Beginning at an iron pin found in the south west line of Bulverde Road for the north east corner of this tract and being the north east corner of the 1064.323 acre tract.

Thence with fence along the south west line of Bulverde Road as follows:

S 33° 23' 53" E. 269.49 feet to an iron pin set at an angle point.

S 49° 23' 45" E. 11.96 feet to a concrete monument found for a corner.

Thence S 07° 08' 41" W. 739.72 feet to a concrete monument found for a corner.

Thence S 82° 55' 23" E. 417.64 feet to an iron pipe found in the west line of U. S. Highway 281 for a corner.

Thence S 07° 15' 35" W. 52.08 feet to an iron pin found for a corner.

Thence N 83° 37' 18" W. 417.50 feet to an iron pin set at fence corner.

Thence S 06° 54' 12" W. 300.00 feet to an iron pin set for the south east corner of this tract.

Thence N 89° 14' 36" W. 3332.72 feet to an iron pin set for the south west corner of this tract and being the south east corner of a 100.00 acre tract, this day surveyed.

Thence N 00° 45' 24" W. 1596.92 feet with the east line of the 100.00 acre tract to an iron pin set in the north line of the 1064.323 acre tract for the north west corner of this tract and being the north east corner of the 100.00 acre tract.

Thence with fence along the north line of said 1064.323 acre tract as follows:

N 88° 27' 23" E. 656.94 feet to an angle point.

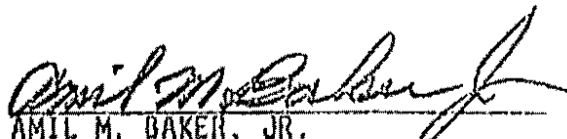
S 43° 13' 05" E. 41.35 feet to an angle point.

S 11° 43' 05" W. 468.64 feet to a corner.

N 88° 10' 24" E. 2577.79 feet to an angle point.

N 60° 25' 08" E. 141.08 feet to the place of beginning and containing 100.00 acres of land according to a survey on the ground in August 1983, for Tom Williams Exclusively, by Baker Surveying Inc.

Job No. 83-102


AMIL M. BAKER, JR.
REGISTERED PUBLIC SURVEYOR # 1469

VOL 386 PAGED 144

FILED BY: JIMMY GREEN
ROBERT L. GREEN
COUNTY CLERK BEXAR CO.

1985 APR 29 PM 3 51

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that this instrument was FILED in the Public
Records of BEXAR County, Texas on
Sequence on the date and at the time stamped hereon by me, and
was duly RECEIVED, in the Official Public Records of Real Property of
Bexar County, Texas on



APR 30 1985

Robert L. Green

COUNTY CLERK BEXAR COUNTY, TEXAS

II.

Except for the amendment contained in Article I above, the Declaration is hereby ratified, confirmed, and carried forward as therein provided, to remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, have executed this Amendment on this the 21 day of OCTOBER, 1985, to be effective on the 19th day of April, 1985.

DECLARANT

OAK VILLAGE ESTATES DEVELOPMENT CORPORATION

BY: W. E. Lehr
W. E. LEHR, President

David Craighead
DAVID CRAIGHEAD, a/k/a
DAVID CRAIGHEAD-HOMEBUILDER
(Owner of Lot 3 and Lot 69)

Donald Lee Craighead
DONALD LEE CRAIGHEAD
(Owner of Lot 14)

Janelle M. Craighead
JANELLE M. CRAIGHEAD
(Owner of Lot 14)

Donald L. Craighead
DONALD L. CRAIGHEAD
(Owner of Lot 71 and Lot 48)

RICHARD HELLER ENTERPRISES, INC.
(Owner of Lot 83)

BY: Richard P. Heller
Name: Richard P. Heller
Title: President

Michael L. Sedgwick
MICHAEL L. SEDGWICK
(Owner of Lot 69)

Joan S. Sedgwick
JOAN S. SEDGWICK
(Owner of Lot 69)

VOL 3535 PAGE 1541

LARRY HENGST, INC.
(Owner of Lot 49)

BY: Larry Hengst, Inc.
Name: Lawrence W. Hengst
Title: Pres

WILLIAM S. PITMAN
PROPERTIES, INC.
(Owner of Lot 52 and Lot 34))

BY: Lee Christman, Vice President
WILLIAM S. PITMAN, President
LEE CHRISTMAN, Vice President

TED WATSON, INC.
(Owner of Lot 2)

BY: Walter S. Stelges
Name: Walter S. Stelges
Title: Vice President

ORIGINAL DIM

COMPASS ENTERPRISES, INC.
(Owner of Lot 8)

BY: Walter S. Stelges
Name: Walter S. Stelges
Title: President

ORIGINAL DIM

STATE OF TEXAS

COUNTY OF Brewer

This instrument was acknowledged before me on the 21st day of October, 1985, by W. E. LEHR, President of Oak Village Estates Corporation, a Texas corporation, on behalf of said corporation.

VOL 3535 PAGE 1542



Sandra M. Shantos
Notary Public, State of Texas

My commission expires: 10-9-88

SANDRA M. SHANTOS
Notary Public, State of Texas
(Typed or printed name of Notary)
Commission Expires 10-9-88

AS ORIGINAL

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on the 21st day of October, 1985, by DAVID CRAIGHEAD, a/k/a DAVID CRAIGHEAD-HOMEBUILDER (Owner of Lot 3).



Sandra M. Shantos
Notary Public, State of Texas

My commission expires: 10-9-88

SANDRA M. SHANTOS
Notary Public, State of Texas
(Typed or printed name of Notary)

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on the 21st day of October, 1985, by DONALD LEE CRAIGHEAD (Owner of Lot 14).



Sandra M. Shantos
Notary Public, State of Texas

My commission expires: 10-9-88

SANDRA M. SHANTOS
Notary Public, State of Texas
(Typed or printed name of Notary)

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on the 21st day of October, 1985, by JANELLE M. CRAIGHEAD (Owner of Lot 14).



Sandra M. Shantos
Notary Public, State of Texas

My commission expires: 10-9-88

SANDRA M. SHANTOS
Notary Public, State of Texas
(Typed or printed name of Notary)

VOL 3535 PAGE 1543

STATE OF TEXAS

COUNTY OF Bryan

This instrument was acknowledged before me on the 21st day of October, 1985, by DONALD L. CRAIGHEAD (Owner of Lot 71 and Lot 48).



Sandra M. Shantos
Notary Public, State of Texas

My commission expires: 10-9-88

SANDRA M. SHANTOS
Notary Public, State of Texas
(Typed or printed name of Notary)

STATE OF TEXAS

COUNTY OF Bryan

This instrument was acknowledged before me on the 21st day of October, 1985, by Richard P. Heller, President of RICHARD HELLER ENTERPRISES, INC. (Owner of Lot 83), a Texas corporation, on behalf of said corporation.



Sandra M. Shantos
Notary Public, State of Texas

My commission expires: 10-9-88

SANDRA M. SHANTOS
Notary Public, State of Texas
(Typed or printed name of Notary)

VOL 3535 PAGE 1544

STATE OF TEXAS

COUNTY OF Brewer

This instrument was acknowledged before me on the 21st day of October, 1985, by MICHAEL L. SEDGWICK (Owner of Lot 69).



Sandra M. Shantos
Notary Public, State of Texas

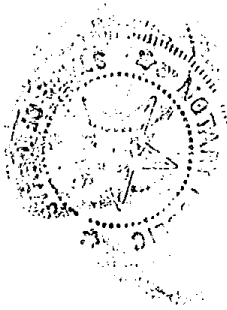
My commission expires: 10-9-88
Notary Public, State of Texas
My Commission Expires 10-9-88

Typed or printed name of Notary)

STATE OF TEXAS

COUNTY OF Brewer

This instrument was acknowledged before me on the 21st day of October, 1985, by JOAN S SEDGWICK (Owner of Lot 69).



Sandra M. Shantos
Notary Public, State of Texas

My commission expires: 10-9-88

SANDRA M. SHANTOS
Notary Public, State of Texas
Typed or printed name of Notary)

VOL 3535 PAGE 1545

STATE OF TEXAS

COUNTY OF Brewer

This instrument was acknowledged before me on the 21st day of October, 1985, by Lawrence W. Hengst, President of LARRY HENGST, INC. (Owner of Lot 49), a Texas corporation, on behalf of said corporation.



Sandra M. Shantos
Notary Public, State of Texas

My commission expires: 10-9-88

SANDRA M. SHANTOS
Notary Public, State of Texas
(Typed or printed name of Notary)

STATE OF TEXAS

COUNTY OF Brewer

This instrument was acknowledged before me on the 21st day of October, 1985, by Lee Christal, Vice-Pres. of WILLIAM S. PITMAN PROPERTIES, INC. (Owner of Lot 52, and Lot 34), a Texas corporation, on behalf of said corporation.



Sandra M. Shantos
Notary Public, State of Texas

My commission expires: 10-9-88

SANDRA M. SHANTOS
Notary Public, State of Texas
(Typed or printed name of Notary)

VOL 3535 PAGE 1546

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on the 21st day of October, 1985, by Walter S. Stellges, Vice-President of TED WATSON, INC. (Owner of Lot 2), a Texas corporation, on behalf of said corporation.



Sandra M. Shantos
Notary Public, State of Texas

My commission expires: 10-9-88

SANDRA M. SHANTOS
Notary Public, State of Texas
(Typed or printed name of Notary)

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on the 21st day of October, 1985, by Walter S. Stellges, President of COMPASS ENTERPRISES, INC. (Owner of Lot 8), a Texas corporation, on behalf of said corporation.



Sandra M. Shantos
Notary Public, State of Texas

My commission expires: 10-9-88

SANDRA M. SHANTOS
Notary Public, State of Texas
(Typed or printed name of Notary)

VOL 3535 PAGE 1547

LEHR2/amendment2

Return to:
Oak Village Estates
Development Corp.
W.E. Lehr
14800 San Pedro #108
San Antonio, TX 78232

STATE OF TEXAS }
COUNTY OF BEXAR }
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the time stamped herein by me; and
was duly RECORDED in the Official Public Records of Real Property of
Bexar County, Texas on

OCT 22 1985



Robert D. Greer
COUNTY CLERK BEXAR COUNTY, TEXAS

[Signature]
FILED IN MY OFFICE
ROBERT D. GREER
COUNTY CLERK BEXAR CO.
1985 OCT 21 P 4: 17

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THE ESTATES AT STONEGATE SUBDIVISION
SECOND AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS, AND RESTRICTIONS

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

WHEREAS, OAK VILLAGE ESTATES DEVELOPMENT CORPORATION, a Texas Corporation, hereinafter called "Declarant," did declare the hereafter described property to be subject to certain protective covenants, conditions, and restrictions, in that Declaration of Covenants, Conditions, and Restrictions of record in Volume 3386, Page 124, Real Property Records of Bexar County, Texas, as amended by that amendment of record in Volume 3535, Page 1540 of the Real Property Records of Bexar County, Texas (said declaration as amended hereinafter called "Declaration") which Declaration pertains to the following described real property, to-wit:

All of that property having been platted as and being THE ESTATES AT STONEGATE, according to the plat thereof recorded in Volume 9506, Pages 53-55 of the Deed and Plat Records of Bexar County, Texas.

WHEREAS, Declarant is the owner of more than fifty percent (50%) of the lots created from the Subdivision and reserved the right in the Declaration to amend it until such time as it conveyed fifty percent (50%) of the lots in the Subdivision; and

WHEREAS, the preservation of the value and desirability of said real property requires an amendment to said Declaration;

NOW, THEREFORE, Declarant does file this Second Amendment to Declaration of Covenants, Conditions, and Restrictions, hereby amending said 09/28/87 199403 170261 \$7.00 Y 1 230 Declaration as hereinafter stated:

I.

Article XII is hereby amended by deleting it in its entirety, and substituting therefor the following Article, to-wit:

ARTICLE XII

BUILDING REQUIREMENTS/OPTION TO PURCHASE

The Property herein described is being conveyed by Declarant to Lot Owners for the sole and express purpose of said Owners building a home or causing a home to be built thereon. In the event any Owner should fail to

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commence the construction of a residence upon his Lot within the thirty-six (36) month period hereafter described, then Declarant and/or the Association shall have the right and option, exercisable at any time prior to the commencement of construction of a residence upon such Lot (but, in any event, on or before the expiration of five (5) years from the date of the conveyance of a Lot to such Owner hereof), to repurchase such Lot from such Owner at the same purchase price paid by such Owner, with such Owner not being entitled to receive any interest or other carrying expenses attributable thereto. For the purpose of determining the beginning of the running of the thirty-six (36) month period of time within which each Owner must commence construction of a residence on the Lot of each such Owner, it is agreed by Declarant and each such Owner that the thirty-six (36) month period shall commence to run from the date of the deed conveying the Lot to the Owner. For the purposes of this Article, "commencement of construction" shall be defined as that date when the following three (3) conditions have been fully satisfied:

1. Evidence of the availability of Owner's construction financing having been provided to Declarant;
2. The Architectural Control Committee for the Estates having issued a "building permit" to Owner for the property; and
3. Owner having caused the foundation for the proposed residence to be poured in accordance with the approved foundation plan.

II.

All other terms, conditions, and provisions of said Declaration are hereby ratified and affirmed, and carried forward as of the effective date of said Declaration.

III.

The terms used herein that are defined in the Declaration, and not otherwise defined herein, are used herein as defined in the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has herein, has hereunto caused this instrument to be executed on this 26th the day of February, 198 7.

DECLARANT:

OAK VILLAGE ESTATES
DEVELOPMENT CORPORATION

BY: W. E. Lehr
W. E. LEHR, President

VOL 4 | 4 2 PAGED 0 5 5

STATE OF TEXAS §
 §
COUNTY OF Bexar §

This instrument was acknowledged before me on the 26th day of February, 1997, by W. E. LEHR, President of OAK VILLAGE ESTATES DEVELOPMENT CORPORATION, a Texas Corporation, on behalf of said Corporation.

Sandra A. Gregg
Notary Public, State of Texas

My commission expires:

12-23-90

Sandra A. Gregg
(Typed or printed name of Notary)

AFTER RECORDING, RETURN TO:

Oak Village Estates Development Corporation
Mr. W. E. Lehr
13750 San Pedro, Suite 660
San Antonio, Texas 78232
TEL: (512) 494-0744

VOL 4 | 4 2 PAGE 0 5 6

LEHR2/amendment2A

Any provision herein which restricts the fair, lawful use of the described real property because of color of 1908 is invalid and unenforceable under Federal Law.

THE STATE OF TEXAS)
COUNTY OF BEXAR)

I hereby certify that the instrument was FILED in File Number Sequences on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Bexar County, Texas on

SEP 28 1987



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO
1987 SEP 25 PM 3:10

RS



**THE ESTATES AT STONEGATE PROPERTY OWNERS ASSOCIATION
GUIDELINES FOR DISPLAY OF FLAGS**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, The Estates at Stonegate Property Owners Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 (“Section 202.011”) thereto regarding the display of flags; and

WHEREAS, the Board of Directors of the Association (“Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of flags therein, it is appropriate for the Association to adopt guidelines regarding the display of flags.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Flags* within the community.

1. These Guidelines apply to the display of (“Permitted Flags”):
 - 1.1. the flag of the United States; and
 - 1.2. the flag of the State of Texas; and
 - 1.3. the official flag of any branch of the United States armed forces.
2. These Guidelines do not apply to any flags other than the Permitted Flags listed in Section 1 above including, but not limited to:
 - 2.1. flags for schools, sports teams, businesses or foreign countries; or
 - 2.2. flags with marketing, seasonal, historical, commemorative, nautical, political or religious themes; or
 - 2.3. historical versions of flags permitted in section 1 above.
3. Permitted Flags may be displayed subject to these guidelines. Advance written approval of The Estates at Stonegate Property Owners Association Architectural Control Committee is required for any free-standing flagpole and any additional illumination associated with the display of Permitted Flags.
4. Permitted Flags must be displayed in a respectful manner in accordance with the current relevant federal, state or military code.
5. Permitted Flags must be displayed from a pole attached to a structure or to a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage door.
6. Permitted Flags shall be no larger than three foot (3’) by five foot (5’) in size.

7. Only one Permitted Flag may be displayed on a flagpole attached to a structure. Up to two Permitted Flags may be displayed on an approved free-standing flagpole that is at least fourteen feet (14') tall.
8. Flagpoles must be constructed of permanent, long-lasting materials with an appropriate finish that is harmonious with the dwelling.
9. A flagpole attached to a structure may be up to six feet (6') long and must be securely attached with a bracket with an angle of 30 to 45 degrees down from vertical. The flagpole must be attached in such a manner as to not damage the structure. One attached flagpole is allowed on any portion of a structure facing a street and one attached flagpole is allowed on the rear or backyard portion of a structure. Brackets which accommodate multiple flagpoles are not allowed.
10. Free-standing flagpoles may be up to twenty feet (20') tall, including any ornamental caps. Free-standing flagpoles must be permanently installed in the ground according to manufacturer's instructions. One free-standing flagpole is allowed in the portion of the owner's property between the main residential dwelling and any street and one free-standing flagpole is allowed in the rear or backyard portion of a property.
11. Free-standing flagpoles may not be installed in any location described below:
 - 11.1. in any location other than the Owner's property; or
 - 11.2. within a ground utility easement or encroaching into an aerial easement; or
 - 11.3. beyond the side or rear setback lines (for example, on a lot with a 10' side setback line, a flagpole may not be installed closer than 10' from the side property line); or
 - 11.4. beyond half the distance of the front setback line (for example, on a lot with a 30' front setback line, a flagpole may not be installed closer than 15' from the front property line); or
 - 11.5. closer to a dwelling on an adjacent lot than the height of the flagpole (for example, a 20' flagpole cannot be installed closer than 20' from an adjacent house).
12. Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting must:
 - 12.1. be ground mounted in the vicinity of the flag; and
 - 12.2. utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover; and
 - 12.3. point towards the flag and face the main structure on the property or to the center of the property if there is no structure; and
 - 12.4. provide illumination not to exceed the equivalent of a 60 watt incandescent bulb.
13. Flagpoles must not generate unreasonable noise levels which would disturb the quiet enjoyment of other residents. Each flagpole owner should take steps to reduce noise levels by using vinyl or plastic snap hooks, installing snap hook covers or securing a loose halyard (rope) around the flagpole with a flagpole clasp.

The Estates at Stonegate Property Owners Association
Guidelines for Display of Flags
Page 3 of 4

14. Flagpoles are allowed solely for the purpose of displaying Permitted Flags. If a flagpole is no longer used on a daily basis, it must be removed.
15. All flags and flagpoles must be maintained in good condition. Deteriorated flags must be removed and promptly replaced. Deteriorated or structurally unsafe flagpoles must be promptly repaired, replaced or removed.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for display of flags which may have previously been in effect. Except as affected by Section 202.007(d) and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 13th day of December 2011.



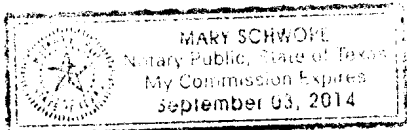
Bill Millikin
President, Board of Directors
The Estates at Stonegate Property Owners Association

The Estates at Stonegate Property Owners Association
Guidelines for Display of Flags
Page 4 of 4

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Bill Millikin, President, Board of Directors of The Estates at Stonegate Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 13th day of December 2011.



[Notarial Seal]

Mary Schwofe
Notary Public, State of Texas

Mary Schwofe
Printed Name

My commission expires: 9-3-14

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

DEC 21 2011



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110226307 Fees: \$28.00
12/21/2011 4:38PM # Pages 4
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

THE ESTATES AT STONEGATE PROPERTY OWNERS ASSOCIATION
PAYMENT PLAN POLICY



STATE OF TEXAS *
 * KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BEXAR *

WHEREAS, The Estates at Stonegate Property Owners Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to add Section 209.0062 (“Section 209.0062”) thereto regarding alternative payment schedules for assessments (“Payment Plans”); and

WHEREAS, the Board of Directors of the Association (“Board”) desires to establish a policy for Payment Plans consistent with Section 209.0062 and to provide clear and definitive guidance to owners.

NOW, THEREFORE, the Board has duly adopted the following *Payment Plan Policy*.

1. Subject to Section 12 below, owners are entitled to make partial payments for delinquent amounts owed to the Association under a Payment Plan in compliance with this Policy.
2. Late fees, penalties and delinquent collection related fees will not be added to the owner’s account while the Payment Plan is active. The Association may impose a fee for administering a Payment Plan. Such fee, if any, will be listed on the Payment Plan form and may change from time-to-time. Interest will continue to accrue during a Payment Plan as allowed under the Declarations. The Association can provide an estimate of the amount of interest that will accrue under any proposed plan.
3. All Payment Plans must be in writing on the form provided by the Association and signed by the owner.
4. The Payment Plan becomes effective and is designated as “active” upon;
 - a. receipt of a fully completed and signed Payment Plan form; and
 - b. receipt of the first payment under the plan; and
 - c. acceptance by the Association as compliant with this Policy.
5. A Payment Plan may be as short as three (3) months and as long as eighteen (18) months based on the guidelines below. The durations listed below are provided as guidelines to assist owners in submitting a Payment Plan.
 - a. Total balance up to 2 times annual assessment... up to 6 months
 - b. Total balance up to 3 times annual assessment... up to 12 months



- c. Total balance greater than 3 times annual assessment... up to 18 months
6. On a case-by-case basis and upon request of the owner, the Board may approve more than one Payment Plan to be executed in sequence to assist the owner in paying the amount owed. The individual Payment Plans may not exceed eighteen (18) months.
7. A Payment Plan must include sequential monthly payments. The total of all proposed payments must equal the current balance plus Payment Plan administrative fees, if any, plus the estimated accrued interest.
8. If an owner requests a Payment Plan that will extend into the next assessment cycle, the owner will be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
9. If an owner defaults on the terms of the Payment Plan, the Payment Plan will be voided. The Association will provide written notice to the owner that the Payment Plan has been voided. It is considered a default of the Payment Plan, if the owner;
 - a. fails to return a signed Payment Plan form with the initial payment; or
 - b. misses a payment due in a calendar month; or
 - c. makes a payment for less than the agreed upon amount; or
 - d. fails to pay a future assessment by the due date in a Payment Plan which spans additional assessment cycles.

In the absolute discretion of the Association, the Association may waive default under item b, c or d above if the owner makes up the missed or short payment on the immediate next calendar month payment. The Association may, but has no obligation to, provide a courtesy notice to the owner of the missed or short payment.
10. On a case-by-case basis, the Association may agree, but has no obligation, to reinstate a voided Payment Plan once during the original duration of the Payment Plan if all missed payments are made up at the time the owner submits a written request for reinstatement.
11. If a Payment Plan is voided, the full amount due by the owner shall immediately become due. The Association will resume the process for collecting amounts owed using all remedies available under the Declarations and the law.
12. The Association has no obligation to accept a Payment Plan from any owner who has defaulted on the terms of a Payment Plan within the last two (2) years.

This Policy is effective upon recordation in the Public Records of Bexar County, and supersedes any policy regarding alternative payment schedules which may have previously been in effect. Except as affected by Section 209.0062 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 11th day of October 2011.

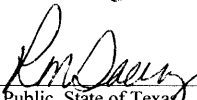


Bill Millikin
President, Board of Directors
The Estates at Stonegate Property Owners Association

STATE OF TEXAS *
 *
COUNTY OF BEXAR *

Before me, the undersigned authority, on this day personally appeared Bill Millikin, President of Board of Directors, The Estates at Stonegate Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 11 day of October 2011.



Notary Public, State of Texas

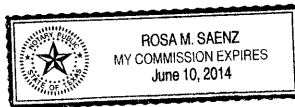
[Notarial Seal]

Rm Saenz

Printed Name

My commission expires: June 10, 2014

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 31 2011





COUNTY CLERK BEXAR COUNTY TEXAS

Doc# 20110193458 Fees: \$24.00
10/31/2011 12:50PM # Pages 3
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK



LT1-81-20110193459-1

THE ESTATES AT STONEGATE PROPERTY OWNERS ASSOCIATION
RECORDS PRODUCTION AND COPYING POLICY

STATE OF TEXAS *
 * KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BEXAR *

WHEREAS, The Estates at Stonegate Property Owners Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 209 of the Texas Property Code was amended effective January 1, 2012, to amend Section 209.005 (“Section 209.005”) thereto regarding owner access to Association documents and records (“Records”); and

WHEREAS, the Board of Directors of the Association (“Board”) desires to establish a policy for records production consistent with Section 209.005 and to provide clear and definitive guidance to property owners.

NOW, THEREFORE, the Board has duly adopted the following *Records Production and Copying Policy*.

1. Association Records shall be reasonably available to every owner. An owner may also provide access to Records to any other person (such as an attorney, CPA or agent) they designate in writing as their proxy for this purpose. To ensure a written proxy is actually from the owner, the owner must include a copy of his/her photo ID or have the proxy notarized.
2. An owner, or their proxy as described in section 1, must submit a written request for access to or copies of Records. The letter must:
 - a. be sent by certified mail to the Association’s address as reflected in its most recent Management Certificate filed in the County public records; and
 - b. contain sufficient detail to identify the specific Records being requested; and
 - c. indicate whether the owner or proxy would like to inspect the Records before possibly obtaining copies or if the specified Records should be forwarded. If forwarded, the letter must indicate the format, delivery method and address:
 - (1) format, electronic files, compact disk or paper copies
 - (2) delivery method: email, certified mail or pick-up
3. Within ten (10) business days of receipt of the request specified in section 2 above, the Association shall provide:
 - a. the requested Records, if copies were requested and any required advance payment had been made; or



LT2-15200-1140-4

- b. a written notice that the Records are available and offer dates and times when the Records may be inspected by the owner or their proxy during normal business hours at the office of the Association; or
 - c. a written notice that the requested Records are available for delivery once a payment of the cost to produce the records is made and stating the cost thereof; or
 - d. a written notice that a request for delivery does not contain sufficient information to specify the Records desired, the format the delivery method and the delivery address; or
 - e. a written notice that the requested Records cannot be produced within ten (10) business days but will be available within fifteen (15) additional business days from the date of the notice and payment of the cost to produce the records is made and stating the cost thereof.
4. The following Association Records are not available for inspection by owners or their proxies;
- a. the financial records associated with an individual owner; and
 - b. deed restriction violation details for an individual owner; and
 - c. personal information, including contact information other than an address for an individual owner; and
 - d. attorney files and records in the possession of the attorney; and
 - e. attorney-client privileged information in the possession of the Association.

The information in a, b and c above will be released if the Association receives express written approval from the owner whose records are the subject of the request for inspection.

5. Association Records may be maintained in paper format or in an electronic format. If a request is made to inspect Records and certain Records are maintained in electronic format, the owner or their proxy will be given access to equipment to view the electronic records. Association shall not be required to transfer such electronic records to paper format unless the owner or their proxy agrees to pay the cost of producing such copies.
6. If an owner or their proxy inspecting Records requests copies of certain Records during the inspection, Association shall provide them promptly, if possible, but no later than ten (10) business days after the inspection or payment of costs, whichever is later.
7. The owner is responsible for all costs associated with a request under this Policy, including but not limited to copies, postage, supplies, labor, overhead and third party

fees (such as archive document retrieval fees from off-site storage locations) as listed below.

- a. black and white 8 ½" x 11" single sided copies... \$0.10 each
 - b. black and white 8 ½" x 11" double sided copies... \$0.20 each
 - c. color 8 ½" x 11" single sided copies... \$0.50 each
 - d. color 8 ½" x 11" double sided copies... \$ 1.00 each
 - e. PDF images of documents...\$0.10 per page
 - f. compact disk...\$ 1.00 each
 - g. labor and overhead...\$ 18.00 per hour
 - h. mailing supplies... \$ 1.00 per mailing
 - i. postage... at cost
 - j. other supplies...at cost
 - k. third party fees... at cost
8. Any costs associated with a Records request must be paid in advance of delivery by the owner or their proxy. An owner who makes a request for Records and subsequently declines to accept delivery will be liable for payment of all costs under this Policy.
 9. On a case-by-case basis, in the absolute discretion of the Association, and with Concurrence of the owner, the Association may agree to invoice the cost of the Records request to the owner's account. Owner agrees to pay the total amount invoiced within thirty (30) days after the date a statement is mailed to the Owner. Any unpaid balance will accrue interest as an assessment as allowed under the Declarations.
 10. On a case-by-case basis where an owner request for Records is deemed to be Minimal, the Association or its managing agent reserves the right to waive notice Under section 2 and/or fees under section 4.
 11. All costs associated with fulfilling the request under this Policy will be paid by the Association's Managing Agent. All fees paid to the Association under this Policy Will be reimbursed to the Association's Managing Agent or paid directly to the Association's Managing Agent.

This Policy is effective upon recordation in the Public Records of Bexar County, and supersedes any policy regarding document retention which may have previously been in effect. Except as affected by Section 209.005 and/or by this Policy, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 11th day of October 2011.

Bill Millikin
Bill Millikin
President, Board of Directors
The Estates at Stonegate Property Owners Association

STATE OF TEXAS *
 *
COUNTY OF BEXAR *

Before me, the undersigned authority, on this day personally appeared Bill Millikin, President, Board of Directors of The Estates at Stonegate Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

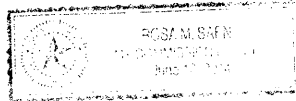
Given under my hand and seal of office this 11th day of October 2011.

Rm Saenz
Notary Public, State of Texas

[Notarial Seal]

Rm Saenz
Printed Name

My commission expires: June 10, 2014



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 31 2011



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110193459 Fees: \$28.00
10/31/2011 12:50PM # Pages 4
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK



**THE ESTATES AT STONEGATE PROPERTY OWNERS ASSOCIATION
GUIDELINES FOR RAINWATER RECOVERY SYSTEMS**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, The Estates at Stonegate Property Owners Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective September 1, 2011, to amend Section 202.007(d) (“Section 202.007”) thereto dealing with rain barrels and rainwater harvesting systems (referred to collectively as “Rainwater Recovery Systems” or “Systems”); and

WHEREAS, the Board of Directors of the Association (“Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the installation and maintenance of Rainwater Recovery Systems therein, it is appropriate for the Association to adopt guidelines regarding Rainwater Recovery Systems.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Rainwater Recovery Systems* within the community.

1. Rainwater Recovery Systems may be installed with advance written approval of The Estates at Stonegate Property Owners Association Architectural Control Committee subject to these guidelines.
2. All such Systems must be installed on land owned by the property owner. No portion of the Systems may encroach on adjacent properties or common areas.
3. Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Systems, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common area. Screening may be accomplished by:
 - a. placement behind a solid fence, a structure or vegetation; or
 - b. by burying the tanks or barrels; or
 - c. by placing equipment in an outbuilding otherwise approved by The Estates at Stonegate Property Owners Association Architectural Control Committee.
4. A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above with the following restrictions:
 - a. the barrel must not exceed 55 gallons; and
 - b. the barrel must be installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle; and
 - c. the barrel must be fully painted in a single color to blend with the adjacent home or vegetation; and

- d. any hose attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible position when not in use.
5. Overflow lines from the Systems must not be directed onto or adversely affect adjacent properties or common areas.
6. Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are not allowed, however, where space allows and where appropriate, The Estates at Stonegate Property Owners Association Architectural Control Committee approved ponds may be used for water storage.
7. Harvested water must be used and not allowed to become stagnant or a threat to health.
8. All Systems must be maintained in good repair. Unused Systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view from any street or common area.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for rainwater recovery systems which may have previously been in effect. Except as affected by Section 202.007 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 13th day of December 2011.



Bill Millikin
President, Board of Directors
The Estates at Stonegate Property Owners Association

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Bill Millikin, President, Board of Directors of The Estates at Stonegate Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 13th day of December, 2011.



[Notarial Seal]

Mary Schwope
Notary Public, State of Texas

Mary Schwope
Printed Name

My commission expires: 9-3-14

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

DEC 21 2011



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110226309 Fees: \$24.00
12/21/2011 4:38PM # Pages 3
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK



**THE ESTATES AT STONEGATE PROPERTY OWNERS ASSOCIATION
GUIDELINES FOR DISPLAY OF CERTAIN RELIGIOUS ITEMS**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BEXAR

§

§

WHEREAS, The Estates at Stonegate Property Owners Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.018 (“Section 202.018”) thereto dealing with the regulation of display of certain religious items; and

WHEREAS, the Board of Directors of the Association (“Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding the display of certain religious items therein, it is appropriate for the Association to adopt guidelines regarding the display of certain religious items within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Display of Certain Religious Items* within the community.

1. A property owner or resident may display or attach one or more religious items to each or any entry to their dwelling. Such items may include any thing related to any faith that is motivated by the resident’s sincere religious belief or tradition.
2. Individually or in combination with each other, the items at any entry may not exceed 25 square inches total in size.
3. The items may only be displayed on or attached to the entry door or frame and may not extend beyond the outside edge of the door frame.
4. To the extent allowed by the Texas state constitution and the United States constitution, any such displayed or affixed religious items may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. contain language, graphics or any display that is patently offensive to a passerby.
5. Approval from The Estates at Stonegate Property Owners Association Architectural Control Committee is not required for displaying religious items in compliance with these guidelines.
6. As provided by Section 202.018, the Association may remove any items displayed in violation of these guidelines.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for certain religious items which may have previously been in effect. Except as affected by Section 202.018 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Book 15276 Page 2432
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The Estates at Stonegate Property Owners Association
Guidelines for Display of Certain Religious Items
Page 2 of 2

Approved and adopted by the Board on this 13th day of December 2011.

Bill Millikin

Bill Millikin
President, Board of Directors
The Estates at Stonegate Property Owners Association

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Bill Millikin, President, Board of Directors of The Estates at Stonegate Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 13th day of December, 2011.



[Notarial Seal]

Mary Schwope
Notary Public, State of Texas

Mary Schwope
Printed Name

My commission expires: 9-3-14

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

DEC 21 2011



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110226308 Fees: \$20.00
12/21/2011 4:38PM # Pages 2
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK



**THE ESTATES AT STONEGATE PROPERTY OWNERS ASSOCIATION
GUIDELINES FOR ROOFING MATERIALS**

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, The Estates at Stonegate Property Owners Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.011 (“Section 202.011”) thereto dealing with the regulation of roofing materials; and

WHEREAS, the Board of Directors of the Association (“Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding roofing materials therein, it is appropriate for the Association to adopt guidelines regarding roofing materials within the community.

NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Roofing Materials* within the community.

1. All buildings shall be roofed with composition shingles, standing seam metal, tile, concrete tile, asbestos or slate roofing unless otherwise approved in writing by The Estates at Stonegate Property Owners Association Architectural Control Committee. Wood shingles are specifically prohibited for safety reasons.
2. All buildings on the same lot shall use the same roofing material type and color unless otherwise approved in writing by The Estates at Stonegate Property Owners Association Architectural Control Committee.
3. Composition shingles must weigh at least 230 pounds per square and have a stated warranty of at least 25 years. Shingles must have a laminated design. Three-tab shingles are specifically prohibited except for use as a starter and cap rows.
4. Composition shingles must be of a color to match the aesthetics of other properties located in The Estates at Stonegate. All roofing material colors must be reviewed and approved by The Estates at Stonegate Property Owners Association Architectural Control Committee prior to installation.
5. Roof overlays are not allowed. Prior to roofing, all existing materials must be removed down to clean decking. Any damaged or deteriorated decking must be replaced.
6. Ridge vents are encouraged to improve ventilation, reduce attic temperature and reduce cooling costs, but are not required.
7. All roof protrusions, such as vents, roof jacks, must be painted to match the roofing material.
8. Subject to Section 9 below and with advance written approval from The Estates at Stonegate Property Owners Association Architectural Control Committee, an owner may install shingles (“Alternative Shingles”) which are designed primarily to:

The Estates at Stonegate Property Owners Association
Guidelines for Roofing Materials
Page 2 of 3

- a. be wind and hail resistant; or
 - b. provide heating or cooling efficiencies greater than traditional composition shingles; or
 - c. provide solar energy capture capabilities.
9. Once installed, any such Alternative Shingles must:
- a. resemble the shingles used or authorized to be used on other structures within the Association; and
 - b. be more durable than and of equal or superior quality to the shingles used or authorized to be used on other structures within the Association; and
 - c. match the aesthetics of properties surrounding the owner's property.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for roofing materials which may have previously been in effect. Except as affected by Section 202.011 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 19th day of December 2011.



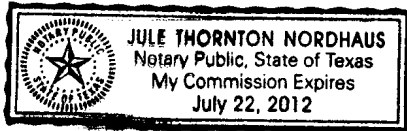
Bill Millikin
President, Board of Directors
The Estates at Stonegate Property Owners Association

The Estates at Stonegate Property Owners Association
Guidelines for Roofing Materials
Page 3 of 3

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Bill Millikin, President, Board of Directors of The Estates at Stonegate Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 19 day of December 2011.



[Notarial Seal]

Jule Thornton Nordhaus
Notary Public, State of Texas

Printed Name _____

My commission expires: _____

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

DEC 21 2011



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110226306 Fees: \$24.00
12/21/2011 4:38PM # Pages 3
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK



**THE ESTATES AT STONEGATE PROPERTY OWNERS ASSOCIATION
GUIDELINES FOR SOLAR ENERGY DEVICES**

STATE OF TEXAS

§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF BEXAR

§

§

WHEREAS, The Estates at Stonegate Property Owners Association (“Association”) is charged with administering and enforcing those certain covenants, conditions and restrictions contained in the recorded Declarations for the various sections of the community (referred to collectively as “Declarations”); and

WHEREAS, chapter 202 of the Texas Property Code was amended effective June 17, 2011, to add Section 202.010 (“Section 202.010”) thereto dealing with the regulation of solar energy devices; and

WHEREAS, the Board of Directors of the Association (“Board”) has determined that in connection with maintaining the aesthetics and architectural harmony of the community, and to provide clear and definitive guidance regarding solar energy devices therein, it is appropriate for the Association to adopt guidelines regarding solar energy devices within the community.


NOW, THEREFORE, the Board has duly adopted the following *Guidelines for Solar Energy Devices* within the community.

1. These guidelines apply to solar energy devices (“Devices”) as defined in Section 171.107(a) of the Texas Tax Code. A solar energy device means a system or series of mechanisms designed primarily to provide heating or cooling or to produce electrical or mechanical power by collecting and transferring solar-generated energy. The term includes a mechanical or chemical device that has the ability to store solar-generated energy for use in heating or cooling or in the production of power.
2. Such Devices may only be installed with advance written approval of The Estates at Stonegate Property Owners Association Architectural Control Committee subject to these guidelines.
3. Any such Device must be installed on land or structures owned by the property owner. No portion of the Devices may encroach on adjacent properties or common areas.
4. Such Devices may only be installed in the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Devices mounted on a roof, the Device must:
 - a. have no portion of the Device higher than the roof section to which it is attached; and
 - b. have no portion of the Device extend beyond the perimeter boundary of the roof section to which it is attached; and
 - c. conform to the slope of the roof; and

- d. be aligned so the top edge of the Device is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area, so long as such location does not reduce estimated annual energy production more than 10% over alternative roof locations (as determined by a publically available modeling tool provided by the National Renewable Energy Laboratory [www.nrel.gov] or equivalent entity).
6. For Devices located in a fenced yard or patio, no portion of the Device may extend above the top of the fence. If the fence is not a solid fence which blocks view of the Device, the Association may require the Device be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Devices on properties without a fenced yard if there is adequate screening from public view from any street or common area.
7. All Devices must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used where required by law. Permits must be obtained where required by law.
8. Installed Devices may not:
- a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
9. All Devices must be maintained in good repair. Unused or inoperable Devices must be removed.

The guidelines are effective upon recordation in the Public Records of Bexar County, and supersede any guidelines for solar energy devices which may have previously been in effect. Except as affected by Section 202.010 and/or by these guidelines, all other provisions contained in the Declarations or any other dedicatory instruments of the Association shall remain in full force and effect.

Approved and adopted by the Board on this 13th day of December 2011.



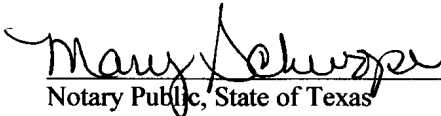
Bill Millikin
President, Board of Directors
The Estates at Stonegate Property Owners Association

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Bill Millikin, President, Board of Directors of The Estates at Stonegate Property Owners Association, a Texas corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she had executed the same as the act of said corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 13th day of December, 2011.


[Notarial Seal]



Notary Public, State of Texas
Mary Schwoppe
Printed Name

My commission expires: 9-3-14

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

DEC 21 2011



COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20110226310 Fees: \$24.00
12/21/2011 4:38PM # Pages 3
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK