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ALAMO TITLE

(JULY 12, 2007)

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SUPPLEMENTAL DECLARATION

FOR PROMONTORY POINTE AT STONE OAK II P.U.D.
(GATED)

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS SUPPLEMENTAL DECLARATION is made on the date set forth below by VFA Associates, Ltd., a Texas limited partnership ("Declarant"), through Great America Companies, Inc., a Texas corporation, its Managing General Partner, acting by and through its duly authorized officers.

W I T N E S S E T H:

WHEREAS, Declarant was the owner and developer of certain property platted and subdivided into that certain residential subdivision known as Promontory Pointe at Stone Oak II P.U.D., Unit 1, Bexar County, Texas, according to the plat recorded in Volume 9534, Pages 64-67 of the Real Property Records of Bexar County, Texas (the "Initial Property"); and

WHEREAS, Declarant is the owner of certain property more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Additional Property"), which is being contemporaneously herewith conveyed to Stone Oak Ventures, Ltd., a Texas limited partnership, who will hereinafter develop and plat the Additional Property into one or more units (the first such unit to be known as "Unit 8") of that certain residential subdivision known as Promontory Pointe at Stone Oak II P.U.D.; and

WHEREAS, Declarant desires to hold, sell and convey the Additional Property subject to the Declaration of Covenants, Conditions and Restrictions for Promontory Pointe at Stone Oak II, Unit 1, recorded in Volume 6747, Page 1222 of the Real Property Records of Bexar County, Texas, as same may be amended from time to time, and as amended by this Supplemental Declaration with regard to the Additional Property (the "Umbrella Declaration"), which was recorded by Declarant for the purpose of establishing a uniform plan for the development, improvement and sale of the Property, (including the Initial Property together with such other land constituting the Property from time to time brought within the scope and purview of the Umbrella Declaration), and to insure the preservation of a uniform plan for the benefit of both present and future owners of the residential subdivision Lots within the Property; and

WHEREAS, Declarant, pursuant to the provisions of Section 1(a) of Article XI of the Umbrella Declaration entitled "Annexation of Additional Property," now wishes to

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annex the Additional Property described on Exhibit A within the scope and purview of the Umbrella Declaration and wishes to subject such Additional Property to the covenants, conditions and restrictions contained in the Umbrella Declaration, subject to the provisions contained in this Supplemental Declaration.

NOW, THEREFORE, Declarant hereby adopts the following Supplemental Declaration which is for the purpose of annexing the Additional Property described on Exhibit A to the scope and purview of the Umbrella Declaration. This Supplemental Declaration shall run with such Additional Property and shall bind all parties having or acquiring any right, title or interest in the Property, their heirs or successors and assigns, and shall inure to the benefit of each Owner.

Except as otherwise defined, each capitalized term used in this Supplemental Declaration shall have the meaning ascribed to such term in the Umbrella Declaration or this Supplemental Declaration, whichever is applicable.

I. DECLARATION

1. Declarant hereby makes the following declarations in accordance with the requirements of Section 1(a) of Article XI of the Umbrella Declaration:
 - a. The Owner of the Additional Property is the Declarant.
 - b. The recorded plat or plats of the Additional Property to be hereinafter recorded from time to time will identify to the extent applicable (i) those portions of the Additional Property that are dedicated and/or conveyed to the public or any governmental or quasi-governmental authority for street right-of-way or utility facility purposes, (ii) those portions that are to comprise Lots for construction of Living Units and related improvements, and (iii) those portions, if any, that comprise Common Properties.
 - c. Declarant grants a reservation of rights and easements to the Owners of any Lots hereinafter comprising the Additional Property and for the use of the existing and Common Properties or Common Facilities annexed in the future.
 - d. The Additional Property is added and annexed in accordance with the authority provided by the Umbrella Declaration.
 - e. The Additional Property shall be developed, held, used, sold and conveyed in accordance with the provisions of the Umbrella Declaration as amended from time to time, and by this Supplemental Declaration.

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- f. All of the provisions of the Umbrella Declaration shall apply to the Additional Property with the same force and effect as if the Additional Property were originally included in the Umbrella Declaration as part of the Initial Property except as modified in this Supplemental Declaration.
- g. A vendor's lien is reserved in favor of the Association, in the same manner as provided in the applicable sections of the Umbrella Declaration, to secure collection of the Assessments provided for, authorized or contemplated in the Umbrella Declaration.
- h. From and after the recording of this Supplemental Declaration, all Assessments collected by the Association from the Owners in the Additional Property shall be commingled with the Assessments collected from all other Owners so that there shall be a common maintenance fund for the Property.
- i. Nothing in this Supplemental Declaration shall be construed to represent or imply that Declarant, its successors or assigns, are under any obligation to add or annex any additional land to the scope and purview of the Umbrella Declaration.

II. AMENDMENTS

The following provisions shall amend those provisions in the Umbrella Declaration, but only insofar as they affect Lots to be hereinafter situated within the Additional Property and such provisions shall only apply to the Additional Property. In the event of a conflict, these provisions control over the Umbrella Declaration.

1. Amendment to Article I, Section 3. Article I, Section 3 is amended by revising the second sentence thereof, as follows:

If building sites are created pursuant to Article XII, Sections 9 and 10 herein, the term "Lot" or "Building Plot" shall also thereafter mean and refer to any building site so created.

and adding the following sentences to the end of such Section 3:

The Additional Property may be composed of Lots fifty feet (50') in width or sixty feet (60') in width. Any references in the Umbrella Declaration to a fifty-five foot (55') wide Lot or Building Plot shall mean a fifty foot (50') Lot or Building Plot with respect to the Additional Property. Likewise, any reference in the Umbrella Declaration to a sixty-five (65') Lot or Building Plot shall mean a sixty foot (60') Lot with respect to the Additional Property.

2. Amendment to Article IV, Section 2. Article IV, Section 2 of the Umbrella Declaration is amended by adding the following paragraph:

Declarant assigns its rights to control and direct the New Construction Committee for the Additional Property to Stone Oak Ventures, Ltd.

3. Amendment to Article X., Section 1(c). Article X, Section 1(c) is hereby deleted in its entirety and amended as follows:

(c) Unless the New Construction Committee otherwise agrees in writing, the second floor front elevation for any dwelling situated within the Additional Property shall be at least eighty-five percent (85%) brick, stone or other masonry material, excluding all window penetration for the purpose of computing percentage of area.

4. Amendment to Article X, Section 19. Article X, Section 19 is hereby deleted in its entirety with respect to the Additional Property.

5. Commencement of Base Annual Assessments. Notwithstanding any provisions to the contrary contained in Article III of the Umbrella Declaration, Base Annual Assessments for each "Lot" or "Building Plot" comprising the Additional Property shall not commence until the earlier to occur of (i) the sale or conveyance of the Lot by Stone Oak Ventures, Ltd., or (ii) the first occupancy of a dwelling situated on such Lot.

6. Payment of One Time Recreation Center Fee. In addition to the provisions of Article III of the Umbrella Declaration, at the time of the sale or conveyance of a completed dwelling on each "Lot" or "Building Plot" comprising any portion of the Additional Property, the third party acquiring such Lot shall be obligated to pay to Declarant the sum of \$750.00 in good funds as a one-time recreation center fee, and the title company closing such transaction is hereby instructed to collect such sum and pay same directly to Declarant (VFA Associates, Ltd., 8000 IH-10 West, Suite 700, San Antonio, Texas 72830). Failure to pay such fee shall entitle Declarant to pursue any and all remedies at law or in equity and/or to pursue any and all rights afforded to the Association (including but not limited to lien rights) in those instances when Assessments are not timely paid by Owners.

III. NEW PROVISION

The following provision is hereby added to the scope and purview of the Umbrella Declaration and shall expressly apply to the Additional Property:

"Utility Providers – Repair, Replacement, and Operational Services. The following utility providers (electrical, potable water, waste water, cable television, natural gas and telephone services) shall not be required to obtain permission of the

Association, or its membership to enter upon the private streets in the Additional Property or to temporarily remove portions thereof, as reasonable and necessary for the installation, operation, maintenance and repair of any service line and/or conduits, providing utility services to the residents of the subdivision comprising the Additional Property. However, this consent of the Association is expressly conditioned upon the agreement of the utility provider to repair that portion of the street so removed or disturbed, using good workmanship and materials within a reasonable time."

IN WITNESS WHEREOF, this Supplemental Declaration is executed by Declarant as of the 12th day of July, 2002.

DECLARANT:

VFA ASSOCIATES, LTD., a Texas limited partnership

By: Great America Companies, Inc.,
Managing General Partner

By: 
Brad Richie, Vice President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 12th day of July, 2002, by Brad Richie, Vice President of Great America Companies, Inc., a Texas corporation, Managing General Partner of VFA Associates, Ltd., a Texas Limited partnership, on behalf of said corporation and said limited partnership.




NOTARY PUBLIC, STATE OF TEXAS

19470160407

AFTER RECORDING, RETURN TO:
VFA Associates, Ltd.
c/o Great America Companies, Inc.
800 IH-10 West, Suite 700
San Antonio, Texas 78230

EXHIBIT "A"

ROSALIE HALLENBERGER
Manager

CHARLES R. HALLENBERGER, P.E.
Manager

HALLENBERGER
ENGINEERING, L.C.

Consulting
Engineers &
Surveyors

FIELD NOTES (PHASE 1)
A 16.4406 ACRE TRACT OF LAND
SITUATED IN THE N.C.B. 19215
SAN ANTONIO, BEXAR COUNTY, TEXAS

A Field Note description of a 16.4406 acre tract of land (Phase 1) situated in N.C.B. 19215 and being a portion of that 65.0515 acre tract previously surveyed for Intermandeco, Ltd. out of that 98.242 acre tract in the name of VFA Associates LTD. as described by Deed Recorded in volume 5748, page 1405, Real Property Records of Bexar County, Texas, said 16.4599 is wholly out of that 91.076 acre tract called Parcel 1B in the L.C. Grothaus Survey No. 10, Abstract No. 931, C.B. 4940, now N.C.B. 19215 in the City of San Antonio, Bexar County, Texas and is more particularly described by Metes and Bounds as follows;

Beginning at an iron pin found in the southeasterly right-of-way of Wilderness Oak (86 foot R.O.W.) for the northwest corner of this tract and the northeast corner of a 6.748 acre tract described by Deed Recorded in volume 9546 at page 907 of said Deed Records from which the east right-of-way of Blanco Road bears southwesterly along said Wilderness Oak right-of-way 2996.01 feet;

THENCE, N 70° 00' 16" E, on the north boundary of this tract and southeast right-of-way of Wilderness Oak, 299.78 feet to an iron pin found for the beginning of a curve to the left whose radius is 1243.00 feet and whose long chord bears N 58° 46' 55" E, 483.82 feet;

THENCE, On said curve to the left through a central angle of 22° 26' 42", an arc distance of 486.93 feet to an iron pin found;

THENCE, N 47° 33' 35" E, continuing on said right-of-way, 123.53 feet to an iron pin found for the beginning of a curve to the left whose radius is 1243.00 feet and whose long chord is N 39° 17' 59" E, 357.14 feet;

THENCE, On said curve to the left through a central angle of 16° 31' 10" an arc distance of 358.38 feet to an iron pin set for the northeast corner of this tract and the northwest corner of Promontory Pointe at Stone Oak II P.U.D., Unit 7 as shown on Recordation Plat No. 940635;

THENCE, Southerly on the common boundary of this tract and Block 5 of said Unit 7, S 68° 02' 35" E, 116.65 feet to an iron pin set for a bend, S 65° 35' 59" E, 83.71 feet to an iron pin set for a bend, S 67° 43' 19" E, 170.43 feet to an iron pin set for a bend and being an angle point in Lot 5 and the northwest corner of Lot 7 in Block 5;

THENCE, Continuing on the common boundary of this tract and Block 5, Unit 7, S 11° 46' 10" E, 161.82 feet to an iron pin set for a bend and S 04° 56' 00" E, 65.76 feet to an iron pin set for a bend in the north line of Lot 11, and the southwest corner of Lot 9;

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- THENCE, Continuing on the common boundary of this tract and Lots 12-15, Block 5, Unit 7, S 76° 19' 13" W, 78.48 feet to an iron pin set for a bend, S 44° 38' 05" W, 113.61 feet to an iron pin set for a bend, S 35° 32' 59" E, 54.55 feet to an iron pin set for a bend, S 18° 34' 53" E, 39.84 feet to an iron pin set for a bend, S 02° 48' 54" E, 72.09 feet to an iron pin set for a bend, S 00° 30' 51" E, 30.47 feet to an iron pin set for a bend S 70° 40' 19" E, 108.74 feet to an iron pin set for a bend;
- THENCE, S 25° 23' 35" W, into said 65.0515 acre tract, 181.84 feet to an iron pin set for the beginning of a non-tangent curve to the left whose center bears S 25° 23' 35" W, 375.00 feet and whose long chord bears N 64° 41' 39" W, 1.14 feet;
- THENCE, On said curve left through a central angle of 00° 10' 29" an arc distance of 1.14 feet to an iron pin set;
- THENCE, S 25° 13' 07" W, continuing into said 65.0515 acre tract, 120.78 feet to an iron pin set for the southeast corner of this tract;
- THENCE, Westerly on the south boundary of this tract the following calls, N 70° 38' 58" W, 56.55 feet to an iron pin set for a bend, N 83° 38' 09" W, 56.58 feet to an iron pin set for a bend, S 89° 29' 09" W, 195.00 feet to an iron pin set for a bend, N 00° 30' 51" W, 7.06 feet to an iron pin set for a bend, S 89° 29' 09" W, 185.00 feet to an iron pin set for a bend, N 00° 30' 51" W, 110.27 feet to an iron pin set for a bend, S 74° 52' 40" W, 365.15 feet to an iron pin set for a bend, N 23° 23' 52" W, 68.03 feet to an iron pin set for a bend, S 66° 36' 08" W, 175.00 feet to an iron pin set for a bend, N 23° 23' 52" W, 34.38 feet to an iron pin set for a bend and S 66° 36' 08" W, 125.00 feet to an iron pin set in the west boundary of said 65.0515 acre parent tract for the southwest corner of this tract;
- THENCE, N 23° 23' 52" W, on said west boundary, 248.76 feet to the POINT OF BEGINNING and containing 16.4406 acres of land.



Jack C. Evans

Jack C. Evans, R.P.L.S. No. 1523
January 15, 2002
Job No. 175

19470 20409

OSALIE HALLENBERGER
anager

HARLES R. HALLENBERGER, P.E.
anager

EXHIBIT "A"

HALLENBERGER
ENGINEERING, L.C.

Consulting
Engineers &
Surveyors

FIELD NOTES (PHASE 2)
A 12.6560 ACRE TRACT OF LAND
SITUATED IN N.C.B. 19215
SAN ANTONIO, BEXAR COUNTY, TEXAS

A Field Note description of a 12.6560 acre, (Phase 2), situated in N.C.B. 19215 and being a portion of that 65.0515 acre tract previously surveyed for Intermandeco, Ltd. out of that 98.242 acre tract in the name of VFA Associates LTD., as described by Deed Recorded in volume 5748, page 1405, Real Property Records of Bexar County, Texas, said 12.6544 acre tract is wholly out of that 91.076 acre tract called Parcel B in the L.C. Grothaus Survey No. 10, Abstract No. 931, C.B. 4940, now N.C.B. 19215 in the City of San Antonio, Bexar County, Texas and is more particularly described by Metes and Bounds as follows;

Beginning at the northwest corner of this tract being the southwest corner of Phase 1 (a 16.4599 acre tract), at an iron pin set in the west boundary of said 65.0515 acre tract from which the northwest corner of said 65.0515 acre tract marked by an iron pin set in the southwest right-of-way of Wilderness Oak bears N 23° 23' 52" W, 248.76 feet;

THENCE, Easterly on the north boundary of this tract and the south boundary of Phase 1 the following: N 66° 36' 08" E, 125.00 feet to an iron pin set for a bend, S 23° 23' 52" E, 34.38 feet to an iron pin set for a bend, N 66° 36' 08" E, 175.00 feet to an iron pin set for a bend, S 23° 23' 52" E, 68.03 feet to an iron pin set for a bend, N 74° 52' 40" E, 365.15 feet to an iron pin set for a bend, S 00° 30' 51" E, 110.27 feet to an iron pin set for a bend, N 89° 29' 09" E, 185.00 feet to an iron pin set for a bend, S 00° 30' 51" E, 7.06 feet to an iron pin set for a bend, N 89° 29' 09" E, 195.00 feet to an iron pin set for a bend, S 83° 38' 09" E, 56.58 feet to an iron pin set for a bend and S 70° 38' 58" E, 56.55 feet to an iron pin set for the southeast corner of Phase 1 and northeast corner of this tract;

THENCE, Southerly into said 65.0515 acre tract, S 57° 40' 35" E, 56.42 feet to an iron pin set for a bend, S 44° 44' 21" E, 56.24 feet to an iron pin set for a bend, S 31° 50' 48" E, 56.03 feet to an iron pin set for a bend, S 19° 58' 26" E, 55.89 feet to an iron pin set for a bend and S 07° 37' 09" E, 369.88 to an iron pin set for the beginning of a non-tangent curve to the right whose center bears S 29° 04' 07" E, 625.00 feet and whose long chord bears N 62° 12' 16" E, 28.01 feet;

THENCE, On said curve right through a central angle of 02° 34' 06" an arc distance of 28.02 feet to an iron pin set;

THENCE, S 26° 30' 41" E, 175.00 feet to an iron pin set for the southeast corner of this tract;

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THENCE, Westerly on the south boundary, S 59° 42' 24" W, 59.48 feet to an iron pin set for a bend and S 56° 14' 48" W, 149.31 feet to an iron pin set for the beginning of a non-tangent curve to the left whose radius bears N 58° 25' 15" E, 275.00 feet and whose long chord bears S 32° 30' 22" E, 8.90 feet;

THENCE, On said curve left through a central angle of 01° 51' 14" an arc distance of 8.90 feet to an iron pin set;

THENCE, Continuing westerly on the south boundary of this tract, S 56° 34' 01" W, 188.49 feet to an iron pin set for the southwest corner;

THENCE, Northerly on the west boundary, N 33° 02' 54" W, 29.13 feet to an iron pin set for a bend, N 24° 34' 54" W, 44.33 feet to an iron pin set for a bend, N 16° 10' 37" W, 50.58 feet to an iron pin set for a bend and N 07° 28' 46" W, 583.82 feet to an iron pin set for a reentrant corner;

THENCE, Westerly, S 82° 31' 14" W, 125.00 feet to an iron pin set for a bend, S 07° 28' 46" E, 18.24 feet to an iron pin set for a bend and S 82° 31' 14" W, 180.00 feet to an iron pin set in the west boundary of said 65.0515 acre tract for a corner;

THENCE, On the common boundary of this tract and said 65.0515 acre tract, N 07° 28' 46" W, 14.12 feet to an iron pin found for a corner, N 90° 00' 00" W, 573.76 feet to an iron pin found for a corner and N 23° 23' 52" W, 299.48 feet to the POINT OF BEGINNING and containing 12.6560 acres of land.



Jack C. Evans
 Jack C. Evans, R.P.L.S. No. 1523
 January 15, 2002
 Job No. 176 - 12.6560 acres

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

JUL 12 2002



Sally R. [Signature]
 COUNTY CLERK BEAR COUNTY, TEXAS

Doc# 20020370406
 # Pages 9
 07/12/2002 02:36:42 PM
 Filed & Recorded in
 Official Records of
 BEAR COUNTY
 BERRY RICKHOFF
 COUNTY CLERK
 Fees \$25.00

RECORDER'S MEMORANDUM

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

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