

(AUG 8, 2003)

SCANNED

Doc# 20030220421

**FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION FOR
PROMONTORY POINTE AT STONE OAK II P.U.D., UNIT 8**

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

This First Amendment to Supplemental Declaration for Promontory Pointe at Stone Oak II P.U.D., Unit 8 (hereinafter referred to as "First Amendment") is made on the date hereinafter set forth by VFA Associates, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant") through Great America Companies, Inc., a Texas corporation, its Managing General Partner, acting by and through its duly authorized officers.

WITNESSETH:

WHEREAS, Declarant was the owner and developer of certain property heretofore 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 plat recorded in Volume 9534, Pages 64-67 of the Deed and Plat Records of Bexar County, Texas (the "Initial Property"); and

WHEREAS, Stone Oak Ventures, Ltd. is now the owner of certain property previously owned by Declarant and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference, referred to in the Supplemental Declaration and in this First Amendment as the "Additional Property" or as "Unit 8" for reason that the Additional Property constitutes Unit 8 of the residential subdivision known as Promontory Pointe at Stone Oak II P.U.D.; and

WHEREAS, Declarant conveyed the Additional Property to Stone Oak Ventures, Ltd. subject to the Declaration of Covenants, Conditions and Restrictions for Promontory Pointe at Stone Oak II P.U.D., Unit 1, recorded in Volume 6747, Page 1222 of the Real Property Records of Bexar County, Texas as may be amended from time to time (the "Umbrella Declaration") and pursuant to the Supplemental Declaration for Promontory Pointe at Stone Oak II, P.U.D., recorded in Volume 9470, Page 43 of the Real Property Records of Bexar County, Texas, wherein Unit 8 was annexed to become subject to the Umbrella Declaration and the covenants, conditions and restrictions contained therein and subject to such additional covenants, conditions and restrictions contained within the Supplemental Declaration; and

WHEREAS, Declarant further seeks to provide for additional assessments attributable to maintenance of certain Common Facilities residing within Unit 8.

NOW, THEREFORE, Declarant hereby adopts the following First Amendment which provides for assessments to Owners of Unit 8 Lots or Building Plots within the scope of the Umbrella Declaration. This First Amendment shall run with the Additional Property and shall bind all parties having or acquiring any right, title or interest in the Additional Property, their heirs, successors or assigns and shall inure to the benefit of each Owner. Except as otherwise defined, each capitalized term used in this First Amendment shall have the meaning ascribed to such term in the Umbrella Declaration, the Supplemental Declaration, or this First Amendment, whichever is applicable.

DECLARATION:

Declarant hereby makes the following declarations in accordance with the requirements of Sections 1(a) and 1(b) of Article XI of the Umbrella Declaration:

The Owner of Unit 8 (the Additional Property) is Stone Oak Ventures, Ltd., who consents to this First Amendment by way of official ballot attached hereto and incorporated herein by reference as Exhibit "B" which is incorporated herein by reference for all purposes.

ADDITIONAL RESTRICTIONS:

Declarant hereby imposes the following additional and specific covenants, conditions and restrictions pursuant to its rights under Section 5(a) of the Umbrella Declaration entitled General Provisions which shall apply only to the Additional Property:

ARTICLE I. UNIT 8 COMMON AREA

Section 1.1 Unit 8 Common Area. The term "Unit 8 Common Area shall mean all real property owned, controlled or maintained by the Association within the boundaries of the Additional Property. The Unit 8 Common Area to be owned, controlled or maintained by the Association shall include but not be limited to the private streets and street lights and related equipment or improvements situated within Unit 8, landscaped areas situated within Unit 8, medians or esplanades within Unit 8, gates or other controlled access improvements or equipment and related fencing within Unit 8. Unit 8 Common Area shall also be part of the Common Properties pursuant to the Umbrella Declaration.

ARTICLE II. PROPERTY RIGHTS

Section 2.1 Owner's Easements of Enjoyment. Every Owner of a Lot within Unit 8 shall have the right and easement of enjoyment in and to the Unit 8 Common Area as well as in all other Common Areas defined within the Umbrella Declaration, which right and easement shall be appurtenant to and shall pass with the title to every Lot.

ARTICLE III. COVENANT FOR MAINTENANCE ASSESSMENTS

Section 3.1 Obligation of Assessments. Declarant, on behalf of itself and Stone Oak Ventures, Ltd., the owner of each Lot within Unit 8 as of the execution hereof, hereby covenant, and each subsequent Owner of any Lot within Unit 8 by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to Promontory Pointe Homeowners Association, Inc. (the "Association"):

- (a) Annual Unit 8 assessments or charges (the "Assessments");
- (b) Special Unit 8 assessments (the "Special Assessments") for capital improvements such assessments to be established and collected as hereinafter provided in connection with Unit 8 Common Area; and
- (c) "First Closing Assessments" to collect an assessment equal to 2 months of regular Assessments may be charged on the first closing of a Lot from Stone Oak Ventures, Ltd. to an Association Member as more fully described below.

Assessments and Special Assessments together with interest, costs and reasonable attorney's fees, shall be charged on each Lot comprising Unit 8 and shall be a continuing lien upon such land against which each such assessment is made. Each such Assessment and Special Assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the owner of the applicable Lot at the time when the assessment fell due. The personal obligation for delinquent Assessments or Special Assessments shall not pass through successors in title unless expressly assumed by them.

Section 3.2 Purpose of Assessments and Special Assessments. The Assessments or Special Assessments levied by the Association with respect to Unit 8 shall be used exclusively to promote the health, safety and welfare of the residents in Unit 8, the improvement and maintenance of the Unit 8 Common Area, and enforcement of any restrictive covenants affecting Unit 8.

Section 3.3 Maximum Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot situated within Unit 8 to an Owner, the maximum Assessment payable to the Association shall be One Hundred Twenty Dollars and no/cents (\$120.00).

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Assessment may be increased each year not more than fifteen percent (15%) (such percentage increase may be cumulative from year to year) 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 Assessment may be increased above fifteen percent (15%) by the vote or written assent 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 of the Association may fix the Assessment at an amount not in excess of the maximum

Notwithstanding anything contained in this First Amendment to the contrary, Assessments or Special Assessments for each Lot or Building Plot comprising the Additional Property will 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. It is expressly the intent of this First Amendment, Declarant and Stone Oak Ventures, Ltd. that Stone Oak Ventures, Ltd. not be obligated to pay any Assessments or Special Assessments on any Lot or Building Plot contained within Unit 8, except as otherwise stated herein.

Section 3.4 Exemptions and Obligations of Stone Oak Ventures, Ltd. Stone Oak Ventures, Ltd. hereby agrees that for one year after Stone Oak Venture, Ltd.'s sale of the first Lot to a third party, Stone Oak Ventures, Ltd. will pay such reasonable amount as is necessary to makeup any deficit in the operating expenses of the Association for the Unit 8 Common Area. In the event that the Assessment revenues are insufficient to pay the operating expenses of the Association for the Unit 8 Common Area. Stone Oak Ventures, Ltd. shall provide the funds necessary to make up the first calendar year deficit, within thirty (30) days of receipt of a request for payment thereof from the Association. In addition, if the deficit is the result of the failure or refusal of a Unit 8 Owner or Owners to pay their Assessments or Special Assessments, the Association shall diligently pursue all available remedies against such defaulting Owners, including foreclosure of the lien for assessment charges and/or the immediate institution of litigation to recover the unpaid assessments, and shall reimburse Stone Oak Ventures, Ltd. the amounts, if any, so collected. If the operating expenses of the Association for the Unit 8 Common Area exceed the Assessments collected after the first calendar year of operation, and so long as Stone Oak Ventures, Ltd. owns at least 20% of the Unit 8 Lots, Stone Oak Ventures, Ltd. will cause such deficit to be funded by one of the following means: i) capital contribution; ii) by loan from Declarant represented by a promissory note; or iii) by causing Association to borrow the funds from a lending institution.

Section 3.5 Assessment for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the Assessments authorized above, the Association may levy "First Closing Assessments" as follows:

Upon the sale of each Lot by Stone Oak Ventures, Ltd., regardless of whether the Lot has a completed Unit thereon or not, a First Closing Assessment equal to twelve (12) months estimated regular monthly Assessments may be assessed. This First Closing Assessment, which is nonrefundable, shall be due and payable upon conveyance of each

Lot to the first Association Member, including any home builder, to purchase that Lot. Such First Closing Assessment shall be available for all necessary expenditures of the Association. Notwithstanding anything contained in this Declaration to the contrary, the liability and obligation for this First Closing Assessment shall be the sole obligation of the Association Member purchasing the Lot, and Stone Oak Ventures, Ltd. shall have no personal liability or obligation for such First Closing Assessment. Each such First Closing Assessment together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the grantor of the applicable Lot at the time when the assessment fell due. The personal obligation for delinquent First Closing Assessments shall not pass through successors in title unless expressly assumed by them.

Section 3.6 Special Assessments for Capital Improvements. Pursuant to paragraph 3.1 (b) of this First Amendment, 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 Unit 8 Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the vote or written assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 3.7 Uniform Rate of Assessment. Except with respect to Lots owned by Stone Oak Ventures, Ltd., both Assessments and Special Assessments authorized under this First Amendment must be fixed at a uniform rate for all Lots comprising the Unit 8 Property and may be collected on a quarterly, semi-annual or annual basis, as determine from time to time by the board of directors.

Section 3.8 Non-Payment of Assessments, Special Assessments, or First Closing Assessments. Any Assessment, Special Assessment, or First Closing Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum, but in no event higher than the maximum rate allowed by applicable usury laws. The Association may bring an action at law against the Owner personally obligated to pay the Assessment, Special Assessment, or First Closing Assessment or foreclose the lien against the Lot. Each such Owner, by his 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 judicial foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, and such Owner 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 all other Lot Owners. No Owner may waive or otherwise escape liability for the Assessments, Special Assessments, or First Closing Assessments provided for herein by nonuse of the Unit 8 Common Area or abandonment of his Lot.

Section 3.9 Subordination of the Lien to Mortgagees. The lien of the Assessment, or Special Assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment or Special Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Assessment or Special Assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment or Special Assessment thereafter becoming due or from the lien thereof.

Section 3.10 Exempt property. All land comprising the Additional Property dedicated to, and accepted by, a local public authority and all land owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the Assessment, Special Assessment, or First Closing Assessment created herein. However, no land or improvements devoted to dwelling use shall be exempt from said Assessment, Special Assessment, or First Closing Assessment.

Section 3.11 Assessments, Special Assessments, or First Closing Assessment for Unit 8 are Separate and Apart from Other Assessments. The Assessment, Special Assessment, or First Closing Assessment payable pursuant to this First Amendment shall be separate and apart and in addition to any other assessments attributable to Lots comprising Unit 8 including assessments payable to the Association prescribed in the Umbrella Declaration.

IN WITNESS WHEREOF, this First Amendment is executed on this 8th day of August, 2003.

DECLARANT:

VFA ASSOCIATES, LTD.,
a Texas limited partnership

By: Great America Companies, Inc.
Managing General Partner


By: 
Its: President

EXHIBIT "A"

AUE HALLENBERGER
KIDP
JULIE H. HALLENBERGER, P.E.
KIDP

HALLENBERGER
ENGINEERING, L.C.

Consulting
Engineers & Surveyors

FIELD NOTES (PHASE 1)
A 16.4599 ACRE TRACT OF LAND
SITUATED IN THE N.C.B. 19215
SAN ANTONIO, BEXAR COUNTY, TEXAS

A Field Note description of a 16.4599 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;

206 E. RAMSEY • SAN ANTONIO, TEXAS 78216 • (210) 349-6571

E-mail: hallenh@swhall.net • FAX (210) 349-1520

EXHIBIT "A"

- 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, 205.00 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, 175.00 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 16.4599 acres of land.



Jack C. Evans
 Jack C. Evans, R.P.L.S. No. 1523

January 15, 2002
 Job No. 175

EXHIBIT "A"

HALLENBERGER

HALLENBERGER, P.C.

HALLENBERGER
ENGINEERING, L.C.Consulting
Engineers & SurveyorsFIELD NOTES (PHASE 2)
A 12.6544 ACRE TRACT OF LAND
SITUATED IN N.C.B. 19215
SAN ANTONIO, BEXAR COUNTY, TEXAS

A Field Note description of a 12.6544 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, 175.00 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, 205.00 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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E-mail: hallenb@twbell.net • FAX (210) 340-1540

EXHIBIT "A"

- 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 12.6544 acres of land.



 Jack C. Evans, R.P.L.S. No. 1523
 January 15, 2002
 Lot No. 176 - 12.6544 acres

EXHIBIT "B"

Stone Oak Ventures, Ltd., a Texas limited partnership, through Intermandeco, Ltd., a Texas limited partnership, its general partner, through Intermandeco GP, LLC, a Texas limited liability company, its Managing general partner, consents to the execution and recordation of the First Amendment to Supplemental Declaration for Promontory Pointe at Stone Oak II P.U.D. Unit 8.

Stone Oak Ventures, Ltd. is the owner of the following lots in Promontory Pointe at Stone Oak II, P.U.D. Unit 8 as of the date herein set forth:

FIFTY-FOOT LOTS:

Phase 1

Lots 146 through 164 and 176 through 185, Block 8

Phase 2

Lots 130 through 145 and 165 through 175, Block 8

SIXTY FOOT LOTS:

Phase 1

Lots 1 through 23 and 186 through 191, Block 8

Phase 2

Lots 40 through 42, 201 through 220 and 229 through 232, Block 8

FIFTY-FOOT LOTS:

Phase 3

123 through 132, 221 through 228, 258 and 259

Phase 4

85 through 122 and 244 through 257

SIXTY-FOOT LOTS:

Phase 3

24 through 38, 42 through 69, 192 through 200, and 233 through 241

Phase 4

70 through 84, 242 and 243

EXHIBIT "B"

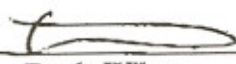
Total Lots owned by Stone Oak Ventures, Ltd. in Unit 8: 262 Lots.

Total Number of Votes entitled to cast: 262 votes.

STONE OAK VENTURES, LTD.,
a Texas limited partnership

By: Intermandeco, Ltd.,
Its: General Partner

By: Intermandeco GP, LLC
Its: General Partner


By: Doyle Wilson
Its: Authorized Representative

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 the date and at the time shown hereon by me and was duly RECORDED in the Official Public Records of Real Property of Bexar County, Texas on:

AUG 26 2003




COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20030220421
Pages 12
08/26/2003 02:07:45 PM
Filed & Recorded in
Official Records of
BEXAR COUNTY
GERRY RICKHOFF
COUNTY CLERK
Fees \$31.00