



AFTER RECORDING RETURN TO:

Robert D. Burton, Esq.
Winstead, PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

WESTPOINTE

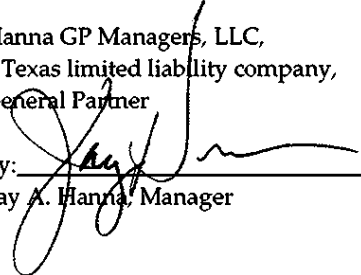
DESIGN GUIDELINES – 50', 55', 60' and 70' LOTS

Adopted:

WPE VENTURES, LLC,
a Delaware limited liability company

By: Ezra GA Partners, LP,
a Texas limited partnership,
Administrative Member

By: Hanna GP Managers, LLC,
a Texas limited liability company,
General Partner

By: 
Jay A. Hanna, Manager

THE STATE OF TEXAS

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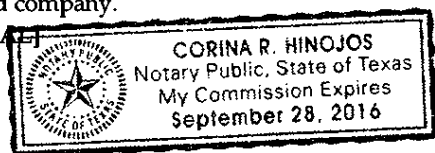
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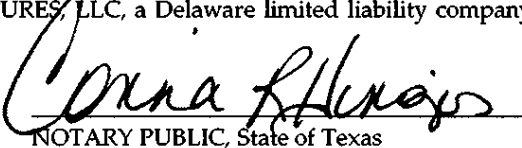
COUNTY OF TRAVIS

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This instrument was acknowledged before me on 7/9, 2013 by Jay A. Hanna, Manager of Hanna GP Managers, LLC, a Texas limited liability company, General Partner of Ezra GA Partners, LP, a Texas limited partnership, Administrative Member of WPE VENTURES, LLC, a Delaware limited liability company, on behalf of said company.

[SEAL]




NOTARY PUBLIC, State of Texas
My Commission Expires: _____

Adopted by WPE Ventures, LLC, in accordance with the Westpointe Master Covenant, recorded as Document No. 20130140912, Official Public Records of Bexar County, Texas (the "Covenant"). In accordance with Section 6.04(b) of the Covenant, these Design Guidelines may be amended from time to time by the Westpointe Reviewer (as defined in the Covenant).

Introduction

Any notice or information required to be submitted to the Westpointe Reviewer under these Design Guidelines will be submitted to the Westpointe Reviewer, 1011 N. Lamar Blvd., Austin, Texas 78703, Phone: (512) 481-0303, Fax: (512) 481-0333.

Background

Westpointe is a master planned community located in Bexar County, Texas. The community is subject to the terms and provisions of that certain Westpointe Master Covenant, recorded in the Official Public Records of Bexar County, Texas (the "Covenant"), and any applicable Development Area Declaration (the "Development Area Declaration"). The Covenant and each Development Area Declaration includes provisions governing the construction of improvements and standards of maintenance, use and conduct for the preservation of the Westpointe community.

Westpointe Reviewer and Review Authority

Article 6 of the Covenant includes procedures and criteria for the construction of improvements within Westpointe community. Section 6.03 of the Covenant and Section 3.01 of the Development Area Declaration provides that no Improvements may be placed maintained erected or constructed within the Development without the prior written approval of the Westpointe Reviewer.

The Westpointe Reviewer consists of members who have been appointed by the Declarant. Until expiration or termination of the Development Period, the Association does not administer the review and approval of Improvements within the Development.

Governmental Requirements

Governmental ordinances and regulations are applicable to all Lots within Westpointe. It is the responsibility of each Owner to obtain all necessary permits and inspections. Compliance with these Design Guidelines is not a substitute for compliance with the applicable ordinances and regulations. Please be advised that these Design Guidelines do not list or describe each requirement which may be applicable to a Lot within Westpointe. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to the Westpointe Reviewer for approval. Furthermore, approval by the Westpointe Reviewer should not be construed by the Owner that any Improvement complies with the terms and provisions of all encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by the Westpointe Reviewer.

The Westpointe Reviewer shall bear no responsibility for ensuring plans submitted to the Westpointe Reviewer comply with Applicable Law.

Interpretation

In the event of any conflict between these Design Guidelines, the Covenant or the Development Area Declaration, the Covenant and the Development Area Declaration (in that order) shall control. Terms used but not defined in these Design Guidelines shall have the meaning subscribed to such terms in the Covenant.

Amendments

The Westpointe Reviewer, acting alone, may amend these Design Guidelines. All amendments shall become effective upon recordation in the Official Public Records of Bexar County, Texas. Amendments shall not apply retroactively so as to require modification or removal of work already approved and completed or approved and in progress. It is the responsibility of each Owner to ensure that they have the most current edition of the Design Guidelines and every amendment thereto.

Architectural Review Process

Submittals

Requests for approval of proposed construction, landscaping, or exterior modifications must be made by submitting an application in the form attached hereto as Attachment 1.

Timing

The Westpointe Reviewer will attempt to review all applications and submittals within thirty (30) days. Please allow at least thirty (30) days prior to installation or construction for the Westpointe Reviewer to review the related applications. Please be advised that in the event that any plans and specifications are submitted to the Westpointe Reviewer and the Westpointe Reviewer fails to either approve or reject such plans and specifications for a period of thirty (30) days following such submission, the plans and specifications will be deemed disapproved.

Responsibility for Compliance

An applicant is responsible for ensuring that all of the applicant's representatives, including the applicant's architect, engineer, contractors, subcontractors, and their agents and employees, are aware of these Design Guidelines and all requirements imposed by the Westpointe Reviewer as a condition of approval.

Inspection

Upon completion of all approved work, the Owner must notify the Westpointe Reviewer. The Westpointe Reviewer may, but shall in no event be obligated, to inspect the work at any time to verify conformance with the approved submittals. Notwithstanding anything to the contrary, this section does not apply to any work completed on a Lot by a Homebuilder before the initial conveyance to an Owner.

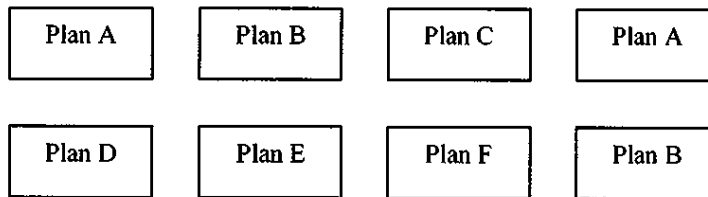
Architectural and Aesthetic Standards

Plan Repetition

The Westpointe Reviewer may, in its sole and absolute discretion, deny a plan or elevation proposed for a particular Lot if a substantially similar plan or elevation exists on a Lot in close proximity to the Lot on which the plan or elevation is proposed. The Westpointe Reviewer may adopt additional requirements concerning substantially similar plans or elevations constructed in proximity to each other.

For Example:

- *Plan can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A).*



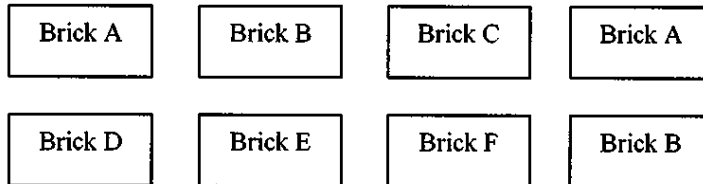
- *Across the Street: Same plan cannot be placed on a Lot across the street or diagonal from any other plan (example above: Plan B).*

Brick Color and Masonry Stone Repetition

The Westpointe Reviewer may, in its sole and absolute discretion, deny proposed brick or masonry for a particular Lot if substantially similar brick or masonry exists on a Lot in close proximity to the Lot on which the brick or masonry is proposed. The Westpointe Reviewer may adopt additional requirements concerning substantially similar brick or masonry constructed in proximity to each other.

For Example:

- *Similar brick or masonry can be repeated every third Lot (example: Plan A, Plan B, Plan C, and Plan A).*



- *Across the Street: Same brick or masonry cannot be placed on a Lot across the street or diagonal from any other brick or masonry (example above: Brick B).*

Building Materials

- All building materials must be approved in advance by the Westpointe Reviewer, and only new building materials (except for used brick) shall be used for constructing any Improvements.
- All projections from a dwelling or other structure, including but not limited to chimney flues, vents, gutters, downspouts, utility boxes, porches, railings and exterior stairways must, unless otherwise approved by the Westpointe Reviewer, match the color of the surface from which they project.
- No vertical siding or wood shake siding will be permitted.

- No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including, without limitation, the exterior surfaces of any Improvements.

Masonry Requirements

- Unless otherwise approved in advance and in writing by the Westpointe Reviewer, (i) the exposed surface of the exterior walls of each primary residence shall be constructed of fifty percent (50%) masonry, exclusive of roofs, eaves, soffits, windows, gables, doors and trim work; (ii) the first floor of the front and sides of each primary residence shall be constructed of one-hundred percent (100%) masonry, exclusive of roofs, eaves, soffits, windows, gables, doors and trim work; (iii) the front of the second floor of each primary residence shall be constructed of at least seventy-five percent (75%) masonry, exclusive of roofs, eaves, soffits, windows, gables, doors and trim work and (iv) at least a two foot (2') return on each side of the second floor of the primary residence shall be constructed of one-hundred percent (100%) masonry. Only brick, brick veneer, stone, stone veneer, cultured stone, or stucco shall be considered masonry. Notwithstanding the foregoing, on all Lots which share a common boundary line or are otherwise adjacent to a street designated as a "Primary Street" in the applicable Development Area Declaration and/or Notice of Applicability: the exposed surface of the exterior walls of the first and second floor of each primary residence facing the Primary Streets shall be constructed of one hundred percent (100%) masonry, exclusive of roofs, eaves, soffits, windows, gables, doors and trim work. In the event of a dispute as to whether a Lot shares a common boundary line or is otherwise adjacent to a Primary Street, the determination of the Westpointe Reviewer shall be final and conclusive.
- All siding materials must be horizontal lap siding manufactured out of fibre-cement (Hardiplank). No wood siding is permitted. No masonry with gray color tones other than mortar will be permitted.
- No foundation of a residence may: (i) be exposed more than twenty-four inches (24") above final grade along: (a) the front elevation of the residence; (b) above final grade along any side from the front to the midpoint of the residence; or (ii) be exposed more than forty-eight inches (48") above final grade along any side or rear elevation of the residence from the midpoint to the rear of the residence. If a foundation would not otherwise comply with the preceding sentence, the foundation shall be built to include a finished wall matching the exterior wall of the primary dwelling structure located on the Lot, which will extend to within twenty-four inches (24") (if at a point described in (i) above), or forty-eight inches (48") (if at a point described in (ii) above) above final grade. If the exterior of the elevation adjacent to the exposed foundation is constructed of stucco, the Westpointe Reviewer will have the authority to require the use of stone, in a color approved in advance by the Westpointe Reviewer, to conceal the exposed portion of the foundation. In the event of a dispute as to the front or side elevation of a residence, the determination of the Westpointe Reviewer shall be final and conclusive.

Square Footage

Unless otherwise approved in advance and in writing by the Westpointe Reviewer, the minimum living square footage for each residence, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages, is as follows:

- For 50' Lots, the minimum living square footage of each residence, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages, is one thousand and five hundred (1,500) square feet and the maximum is two thousand and two hundred (2,200) square feet.
- For 55' Lots, the minimum living square footage of each residence, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages, is one thousand and eight hundred (1,800) square feet and the maximum is two thousand and eight hundred (2,800) square feet.
- For 60' Lots, the minimum living square footage of each residence, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages, is two thousand and two hundred (2,200) square feet and the maximum is three thousand and two hundred (3,200) square feet.
- For 70' Lots, the minimum living square footage of each residence, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages, is two thousand and six hundred (2,600) square feet and the maximum is three thousand and eight hundred (3,800) square feet.

Minimum Home Width

Unless otherwise approved in advance and in writing by the Westpointe Reviewer, the minimum width for each residence is as follows:

- For 50' Lots, the minimum width for each residence is forty feet (40').
- For 55' Lots, the minimum width for each residence is forth feet (40').
- For 60' Lots, the minimum width for each residence is forth-five feet (45').
- For 70' Lots, the minimum width for each residence is fifty feet (50').

Aesthetic Appeal

The Westpointe Reviewer may disapprove the construction or design of a home on purely aesthetic grounds. Any prior decisions of the Westpointe Reviewer regarding matters of design or aesthetics will not be considered to establish a precedent for any future decision of the Westpointe Reviewer.

Siting/Setbacks

The following setbacks shall apply to each Lot other than a corner Lot:

- Front Lot line: 20 feet
- Rear Lot line: 20 feet
- Side Lot line: 5 feet

The following setbacks shall apply to each corner Lot:

- Front Lot line: 20 feet
- Rear Lot line: 20 feet
- Side Lot line - Side of Lot adjacent to, or facing the street: 15 feet

- Side Lot line - Side of Lot adjacent to, or facing any other Lot: 5 feet

In the event of a dispute as to whether a Lot is considered a corner lot hereunder, the determination of the Westpointe Reviewer shall be final and conclusive.

Notwithstanding any provision to the contrary in these Design Guidelines, eaves, steps, and open porches will not be considered part of the residence; however, no portion of any Improvement will be permitted to encroach upon another Lot or other portion of the Development Area.

The Westpointe Reviewer must approve the encroachment of any flatwork, i.e. driveway, porch, etc. over the side building setbacks.

The Westpointe Reviewer reserves the right to stipulate additional building or improvement setbacks attributable to any Lot. The Westpointe Reviewer further reserves the right to grant variances to the setbacks set forth herein in accordance the Covenant.

Temporary/Accessory Structures

Owners will generally be permitted to erect one (1) accessory structure on their Lot providing the accessory structure, such as a pool cabana, garden building, storage building, or home office is approved in advance by the Westpointe Reviewer. In no event will the total square footage of any approved accessory structure be interpreted to reduce the minimum square footage requirements of the principal residential structure as set forth in these Design Guidelines.

Unless otherwise approved in advance and in writing by the Westpointe Reviewer, an accessory structure: (i) may be no greater than 10' by 12' (120 square feet) as measured by the dimensions of the foundation of the accessory structure and from the finished grade of the Lot to the highest portion of the accessory structure; (ii) the exterior of the outbuilding must be constructed of wood or masonry and may not be constructed of metal or plastic; (iii) must utilize roof materials that match the roof materials incorporated into the principal residential structure constructed on the Lot; (iv) have a pitched roof of the same pitch the principal residential structure constructed on the Lot; (v) the siding must be of at least the same quality/color as that used on the principal residential structure constructed on the Lot; (vi) the paint must match the color of the trim of the principal residential structure constructed on the Lot; (vii) the shingles must be either the same as on the principal residential structure constructed on the Lot or wood shake shingles; and (viii) no accessory structure may be located nearer than five (5) feet from an interior (side) lot line.

Temporary storage structures also known as "pods" are allowed with the prior written approval of the Association Management office provided that:

- Structure is located in the driveway of the Lot; and
- Structure is not placed on any Lot for more than seven (7) days.

The Westpointe Reviewer shall be entitled to determine, in its sole and absolute discretion, whether a structure or shed on any Lot complies with the foregoing requirements relating to size, height, fence enclosure and construction materials. No accessory structure will be approved unless a principal

residential structure has been constructed on the Lot or the accessory structure is being constructed at the same time as the principal residential structure. The Westpointe Reviewer may adopt additional requirements for any accessory structure on a case by case basis as a condition to approval.

Prohibited Elements

The following architectural elements are prohibited within Westpointe unless expressly approved in writing by the Westpointe Reviewer:

Roofs

- Excessively pitched roofs.
- Mansard, gambrel or chalet roofs.
- Flat roofs.
- Roofs that are too steep or too shallow for the style of the home.
- Shed roofs except as incidental to the main roof.

Design Elements

- Unnecessarily prominent chimneys and other roof penetrations.
- Vents or skylights facing the street.
- White or bubble skylights.
- Mirrored glass.

Materials and Colors

- Wood siding (wood siding accents may be permitted if approved by the Westpointe Reviewer).
- Cultured stone.
- Gray brick.

Building Height

Unless otherwise approved in advance by the Westpointe Reviewer, no building or residential structure may exceed thirty five feet (35') in height as measured from the top of the foundation slab of the proposed Improvement to the ridge line of the roof of the proposed Improvement.

Views are neither guaranteed, preserved, nor protected within Westpointe.

Room Additions

Any room additions must be approved in writing by the Westpointe Reviewer.

Additions to a residence will be considered for approval by the Westpointe Reviewer if they meet the following:

- All materials used match those of the principal residential structure, including siding, brick, windows, and paint color, shingles, etc.
- Sunrooms will be considered.
- Screened Porches will be considered on a case by case basis and must meet the following minimum acceptable standards:

- The porch and related improvements must be compatible with the architectural elements of the principal residential structure. Paint colors and materials must match those of the principal residential structure.
- Design should reflect consideration for any adverse impact of neighboring properties.
- Screened porches shall be located in back yard only. The screened porch shall not encroach on any easement or building line.
- Screened porch shall be attached to the principal residential structure.
- Free standing screened porches are not permitted.
- Supplemental landscaping may be required as part of the Westpointe Reviewer review.
- The roof of screened porch shall be solid decking shingled to match the principal residential structure.

Greenbelt/Open Space Lots

"Greenbelt/Open Space Lots" shall refer to Lots/land that has not been developed, whether it is owned by the Declarant, a Homebuilder, the Association or another Owner and is not intended for use as a single family Lot. These areas are to be considered as private property and trespassing is prohibited. Lots Adjacent to Greenbelt/Open Space Lots must comply with all of the following requirements:

- The boundary between the Lot and the Greenbelt/Open Space Lots must be fenced in a manner approved in advance by the Westpointe Reviewer.
- The fence must be 6 feet in height and be constructed of "pyrite brown" wrought iron or other decorative metal of a color and style specified by the Westpointe Reviewer.
- No gate will be permitted into a Greenbelt/Open Space Lot.
- Backyards must be fully sodded with at least two 3" caliper hardwood trees installed by the Owner.
- Sheds or outbuildings will not be permitted on any Lot adjacent to Greenbelt/Open Space Lots.
- At no time are Greenbelt/Open Space Lots to be used for ingress/egress or storage.
- Greenbelt/Open Space Lots should remain in their natural state. No removal or trimming of trees is permitted.

Non-compliance with the above requirements will result in an immediate fine as outlined in the Schedule of Fines included in these Design Guidelines.

Roofs and Chimneys

The pitch, color and composition of all roof materials must be approved in writing by the Westpointe Reviewer. Roof vents and other penetrations shall be as unobtrusive as possible and must match the principal color of the roof unless approved in advance by the Westpointe Reviewer.

- Accepted Roof Pitch: The roof of the primary residence erected on a Lot shall have a pitch of no less than 6:12 and no more than 10:12, unless otherwise approved in advance by the Westpointe Reviewer. The roof pitch of dormers, porches and other similar accessory structures attached to the primary residence shall be exempt from this requirement, but nonetheless subject to approval by the Westpointe Reviewer. Any patio or porch roof covering must have a pitch of no less than 4:12.

- **Accepted Roof Materials:** roofing materials shall be limited to dimensional composition shingles with a rating of twenty (20) years or more of a "weathered wood" color with an architectural profile and shall be expressly approved by the Westpointe Reviewer. Notwithstanding the foregoing, three tab composition shingle roofs are prohibited. In addition, roofs may constructed with "Energy Efficiency Roofing" with the advance written approval of the Westpointe Reviewer. For the purpose of the Section, "Energy Efficiency Roofing" means shingles that are designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities. The Westpointe Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing shingles: (a) resemble the shingles used or otherwise authorized for use within the community; (b) are more durable than, and are of equal or superior quality to, the shingles used or otherwise authorized for use within the community; and (c) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth the Covenant. In conjunction with any such approval process, the Owner should submit information which will enable the Westpointe Reviewer to confirm the criteria set forth in this Section. Any other type of roofing material shall be permitted only with the advance written approval of the Westpointe Reviewer.

Driveways and Sidewalks

The design of all driveways must be approved in advance by the Westpointe Reviewer and no circular driveways shall be permitted.

Aggregate, stained concrete, and/or asphalt driveways are prohibited. Drives shall intersect the street at as close to 90 degrees as possible.

Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as wells as the driveway area between the property line and the garage.

If the driveway is raised significantly above finished grade (which will be determined by the Westpointe Reviewer is its sole and absolute discretion), the exposed sides of the driveway must be screened with landscaping approved in advance by the Westpointe Reviewer.

Each Owner of a Lot must build or cause to be built on such Owner's Lot, in a location designated by the Westpointe Reviewer, in conjunction with and at the time of construction of the principal residential structure constructed on such Lot. In constructing such sidewalk, each Owner shall be obligated to comply with Applicable Law, including any applicable requirements of the Americans with Disabilities Act. Sidewalks from the drive to the principal residential structure shall have the same pattern and material as the driveway.

Garages

No carports shall be placed, erected, constructed, installed or maintained on a Lot.

All garages shall be approved in advance of construction by the Westpointe Reviewer. The Improvements on each Lot must contain a private, enclosed garage capable at all times of housing at least

two (2) standard size automobiles. No garage may be sized to accommodate more than three (3) standard size automobiles without the approval of the Westpointe Reviewer. Each garage shall have a minimum width, as measured from inside walls, of 9.6' per car and a minimum depth for each car of 20'. Garage door limitations are as follows:

- For 50' Lots, no three (3) car garages.
- For 55' Lots, no three (3) car garage fronts allowed. Tandems and turn-ins allowed.
- For 60' Lots, the minimum width for a three (3) car garage door front is forty-five feet (45') (integral to plan, no tack-on garages), tandems and turn-ins allowed.
- For 70' Lots, the minimum width for a three (3) car garage door front is fifty feet (50') (integral to plan, no tack-on garages), tandems and turn-ins allowed.

Garages may contain appropriately sized storage rooms, recreational workshops and tool rooms, or servants quarters or guest quarters, if approved in advance by the Westpointe Reviewer. Except with respect to detached garages, interior walls of all garages must be finished (*i.e.*, taped, bedded and painted, at a minimum). Each garage shall have garage doors that are wired so as to be operated by electric door openers. The orientation of the opening into a garage (*i.e.*, side-entry or front-entry) must be approved in advance by the Westpointe Reviewer.

All garage doors shall remain closed at all times, save and except for the temporary opening of same in connection with the ingress and egress of vehicles and the loading or placement and unloading, or removal of other items customarily kept or stored therein, when a person is in the garage or engaged in yard work, or there is another activity occurring on the Lot which is reasonably facilitated by an open garage door.

No garage shall be converted to another use (*e.g.*, living space) without the substitution, on the Lot involved, of another garage meeting the requirements of this section, and the approval of the Westpointe Reviewer, and use of parking space in a garage for work areas or storage (including boxes, toys, exercise equipment, furniture; or work benches) to the exclusion of one or more vehicles is strictly prohibited.

Arbors/Pergola/Patio Covers

All arbors, pergolas and patios covers shall be approved in advance of construction by the Westpointe Reviewer.

Arbors and patio covers must meet the following:

- Shall not exceed 10' in height.
- Be of cedar or a wood that is painted to match the principal residential structure constructed on the Lot (all other materials will be reviewed by the Westpointe Reviewer on a case by case basis.)
- If roof is solid cover the shingles must match the principal residential structure constructed on the Lot.
- Lattice on the arbor will be considered by the Westpointe Reviewer on a case by case basis.
- Approved stain color is Behr Natural #501. Behr brand is not required, but color should match.

Decks

All decks shall be approved in advance of construction by the Westpointe Reviewer.

Backyard deck additions must meet be of cedar or a wood that is painted or stained to match the principal residential structure constructed on the Lot (all other materials will be reviewed on a case by case basis by the Westpointe Reviewer).

Exterior Lighting

All exterior lighting must be approved in advance by the Westpointe Reviewer. Exterior lighting will be kept to a minimum, but consistent with good security practices. Such illumination shall be designed and installed so as to light only the principal residential structure, landscaping, driveway areas and walkways upon a Lot. Indirect sources and horizontal cut-off fixtures are recommended to reduce glare and provide general ambient light. Soffit or tree lights must be shielded or directed towards vegetation so as to eliminate glare and source visibility.

No exterior light whose direct source is visible from a street or neighboring property or which produces excessive glare to pedestrian or vehicular traffic will be allowed.

Any permitted ground-level light fixtures shall be depressed or screened from public view in a manner approved by the Westpointe Reviewer. No outdoor lighting shall be directed towards or focused in the Common Area, buffer zones, greenbelts or dedicated habitat or conservation easements.

Use of other than white or color corrected high intensity lamps and exterior lights will not be allowed. Sodium, mercury vapor, or bare HID yard lights are not allowed.

Exterior Holiday Decorations

Lights or decorations may be erected on the exterior of the principal residential structure in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners. All lights and decorations must not be permanent fixtures of the principal residential structure without prior written approval of the Westpointe Reviewer and shall be removed within thirty (30) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 15.

Miscellaneous

HVAC Location and Screening

No air-conditioning apparatus may be installed on the ground in front of the principal residential structure or on the roof of the principal residential structure. No window air-conditioning apparatus or evaporative cooler may be attached to any front wall or front window of the principal residential structure or at any other location where it would be visible from any street, any other Lot or any Common Area.

Air conditioning compressors and pool equipment shall be enclosed by a fence or a structural screening element constructed of materials approved in advance by the Westpointe Reviewer.

Barbecue Grills

Freestanding barbecue grills are permitted only if they are stored and used in the rear yard space of the Lot that is not visible from the street.

Signage

The signage requirements are set forth in the applicable Development Area Declaration.

Landscape Guidelines

Detailed landscape plans for each Lot may be submitted to the Westpointe Reviewer for consideration after construction of the principal residential structure thereon has begun, so long as such submission occurs at least ninety (90) days before completion of the residence. Upon written request, however, the Westpointe Reviewer may waive the requirement of landscape plans for any Lot if the Homebuilder uses plans previously approved by the Westpointe Reviewer for another Lot. There shall be no revisions made to approved plans without submission to, and approval by, the Westpointe Reviewer of the revised plans. All introduced vegetation shall be trees, shrubs, vines, ground covers, seasonal flowers or sodded grassed which are commonly used in South Central Texas for landscaping purposes and which are approved by the Westpointe Reviewer. Landscaping in accordance with the approved plans shall be installed within ten (10) days after issuance of a certificate of occupancy with respect to the principal residential structure. Extensions to the time limit may be granted by the Westpointe Reviewer for up to an additional thirty (30) days on a case by case basis. The approved plans shall include permanent sodded zoysia or bermuda grass or "ground cover" in all sodded areas. Winter rye shall be considered a temporary measure to reduce soil erosion through the winter season, and shall be completely removed and replaced with sodded grass according to the approved plans. Each Lot shall be landscaped, at a minimum, with: (i) full sodded front and side yards (in front of fences), with backyards to be fully sodded by the Owner within thirty (30) days after acquiring occupancy of the Lot for residential purposes, (ii) the following number of hardwood shade trees--two (2) per Lot on all Lots other than corner Lots and four (4) per corner Lot (with two (2) in the front portion of the Lot, and two (2) in the side of the Lot adjacent to the street), and ten (10) shrubs sized five gallons or more. The hardwood shade trees required by this Section shall be no smaller in size than 3" caliper. Trees and other foliage over 3' tall need Westpointe Reviewer approval. After installation, landscaping (including temporary landscaping) shall be properly maintained at all times. Any Owner who wishes to plant one or more gardens upon their Lot must obtain the approval of the Westpointe Reviewer of any such garden and must follow applicable requirements as to size of the Lot, visibility of the Lot from other Lots, streets or common areas, and such other matters as the Westpointe Reviewer may specify in any written approval.

During construction, existing trees shall be preserved and protected to the extent possible for the intended development, as determined in the Westpointe Reviewer's discretion; provided, however, that the Westpointe Reviewer may require the removal of cedar trees from a Lot regardless of the size of such cedar trees. For the purposes of this section, existing trees shall be deemed to be trees of 19" caliper and above. No existing trees shall be removed within any easement areas without the Westpointe Reviewer approval, which may be withheld in the Westpointe Reviewer sole discretion. Further, the Westpointe Reviewer may prohibit the removal of existing trees on portions of Lots adjacent to Common Area to the extent the Westpointe Reviewer deems necessary to support the purpose of the Common Area. Removal of existing trees shall mean any operation, including transplanting, which removes, uproots or renders the tree incapable of sustaining a healthy and thriving condition. The Westpointe Reviewer may require that any tree which, in its sole discretion, it deems to have been unnecessarily removed shall be replaced

with one or more trees of a type and size approved by the Westpointe Reviewer. Unless the Westpointe Reviewer otherwise approves, an existing tree shall be replaced with trees aggregating at least the same number of caliper inches as the existing tree.

Masonry retaining walls must be approved in advance by the Westpointe Reviewer.

Ground cover is defined as a planting of low plants (such as ivy) that covers the ground in place of turf. Rock or stone are not acceptable for use as a ground cover other than in flowerbed or walkway areas. The use of rock or crushed rock as a ground cover shall not be permitted.

Landscape plans must include vegetative screening for above ground utility connections visible from the street or adjacent properties.

Grass should be maintained at a height of two and one-half inches. Mowing heights may need to be altered to prevent scalping in the event of an uneven grade.

Grass will be trimmed away from sidewalks, the principal residential structure, planted areas and other obstacles. It is suggested that line trimmers, mechanical edger and chemicals are employed to keep a neat, tidy appearance.

Four-inch caliper trees and shrubs should be pruned to avoid blocking clear view of signs, address marker, illumination by light fixtures, the flow of air vents and air conditioner compressors as well as pedestrian and vehicular traffic.

The Westpointe Reviewer reserves the right to require additional landscaping for pools, cabanas and other hardscape elements that may be constructed after completion of the principal residential structure and associated landscaping.

Hardscape elements in the landscaping must be in scale with the principal residential structure and associated structures. Sculptures and fountains are subject to approval by the Westpointe Reviewer.

Notwithstanding any requirements to the contrary, Owners shall comply with all applicable governmentally imposed water use restrictions and shall be granted appropriate relief from any specific requirement set forth in these Design Guidelines that cannot reasonably be complied with, as determined by the Westpointe Reviewer, as a result of such water use restrictions.

The Westpointe Reviewer may, upon the Owner's completion of the installation of landscaping, conduct an on-site inspection of the property to ensure compliance with the approved plan.

Lawn Furniture, Decorations, and Garden Maintenance Equipment

Lawn furniture, including swings/chairs/benches in good repair are allowed on front porches of the principal residential structure, but must be incorporated into a landscape theme if visible from other Lots. Swings and or benches are not allowed on driveways/front lawns etc. unless specifically approved for placement by the Westpointe Reviewer.

One (1) birdbath of a standard size is acceptable in the rear yard of the Lot without prior written approval from the Westpointe Reviewer.

Notwithstanding exterior holiday decorations, plastic lawn decorations and artificial plants are not permitted, including pink flamingos, animals, or other plastic designs/statues.

Lawn mowers, edgers, wheelbarrows, etc. may not be left out in view of other Lots except when in use. Bulk/bag material (mulch, topsoil, etc.) may not be left out in view for longer than ten (10) days.

Irrigation

The Westpointe Reviewer must approve all irrigation systems prior to installation.

Drainage

Responsibility for proper site drainage rests with the Owner. There shall be no interference with the established drainage patterns except by Declarant, unless adequate provision is made for proper drainage and such provision has been certified by a professional engineer and approved in advance by the Westpointe Reviewer. Each Owner is solely responsible for correcting any change in water flow or drainage caused by the construction of Improvements on such Owner's Lot.

Fencing

Fencing of front yards is not permissible. Solid walls enclosing an entire site are not permitted. All Lots shall have fencing of six feet (6') in height. Fences shall be constructed of either: (a) cedar wood fencing, (b) "pyrite brown" wrought iron or decorative metal construction approved by the Westpointe Reviewer; or (c) brick or stone constructed approved by the Westpointe Reviewer. Fences may be finished by Owners in Behr #501 Semi-Transparent Cedar Tone. The Fence must be located at least thirty feet (30") from the front Lot line. The Fence must be located at least five feet (5") from the front elevation of the principal residential structure and no farther from the front elevation than the midpoint of the principal residential structure. In the event of any dispute or disagreement as to the location of a fence on a Lot, the decision of the Westpointe Reviewer, in its sole and absolute discretion, will be final.

- Fences facing an existing or proposed street or other right-of-way must have the slats facing the street or public right-of-way and be capped. Except where connecting to an existing fence, all other fencing must be "good neighbor fencing".
- Fences along the side yard of corner lots shall not be placed closer to the public right-of-way than ten feet (10') feet from such right-of-way or eighteen feet (18') from the back of curb.

Once any Lot that contains a model home is conveyed from either the Declarant or a Homebuilder to an Owner, the fencing on such Lot must be modified to meet the fencing restrictions of this section.

Pools, Spas and Hot Tub Plans

The plans and specifications for each swimming pool, spa and hot tub constructed on a Lot must be approved in writing and prior to construction by the Westpointe Reviewer. All applications submitted to

the Westpointe Reviewer for the approval of plans and specifications for swimming pools, hot tubs or spas must be accompanied by the applicable city permits for the construction of same. Any applications submitted to the Westpointe Reviewer, which do not include finalized construction permits from the applicable regulatory authority shall constitute an automatic rejection of the application. Above-ground, movable, or temporary swimming pools are prohibited. Each swimming pool constructed on a Lot must be entirely enclosed with a fence or similar structure which, at a minimum, satisfies Applicable Law. The location, color and style of the fence or enclosure must be approved in writing and in advance of construction by the Westpointe Reviewer. The Westpointe Reviewer may require that a swimming pool, spa and hot tub constructed on a Lot and associated Improvements be enclosed with a fence or similar structure. Approval of a swimming pool, spa and hot tub and/or associated Improvements by the Westpointe Reviewer will not constitute a determination by the Westpointe Reviewer that the swimming pool, spa and hot tub and/or associated Improvements comply with Applicable Law or that the swimming pool, spa and hot tub and/or associated Improvements are safe for use. The Westpointe Reviewer may require an Owner to install additional screening as a pre-condition to the approval and construction of any swimming pool, spa, or hot tub. No swimming pool, spa and hot tub shall be located in the front or side yard on any Lot. Unless otherwise approved in writing by the Westpointe Reviewer, if the foundation or other vertical surface of the swimming pool will extend more than twenty-four inches (24") above the final grade of the Lot, the exposed foundation or vertical surface extending more than twenty-four inches (24") above the final grade will be finished in a manner that matches the exterior masonry of the principal residential structure. Application of the terms "front yard", "side yard", "foundation or other vertical surface", and/or "final grade" as to a specific Lot will be determined by the Westpointe Reviewer in its sole and absolute discretion. The Westpointe Reviewer may adopt additional requirements for any swimming pool, spa and hot tub and/or associated Improvements on a case by case basis as a condition to approval.

Swimming pools shall be in-ground, or a balanced cut and fill, and shall be designed to be compatible with the site and the principal residential structure as determined in the sole and absolute discretion of the Westpointe Reviewer. Unless otherwise approved in writing by the Westpointe Reviewer, associated swimming pool, spa, and hot tub improvements, such as rock waterfalls and slides, shall not be over six feet (6') in height. No pool or deck may be closer than five (5) feet from any Lot line. Unless otherwise approved in writing by the Westpointe Reviewer, all maintenance equipment, including chemicals, plumbing fixtures, heaters, pumps, etc., associated with a swimming pool, spa or hot tub may not be visible from any adjacent street or Lot. The drains serving a swimming pool, spa and hot tub must be connected to street drainage systems. No swimming pool, spa or hot tub shall be drained onto property other than the Lot on which the swimming pool, spa and hot tub is constructed. Above ground spas and hot tubs visible from public view or from an adjacent street or Lot shall be skirted, decked, screened or landscaped in a manner which excludes pumps, plumbing, heaters, filters, etc. from view. No swimming pool, spa or hot tub will be approved unless a principal residential structure has been constructed on the Lot or the swimming pool, spa or hot tub is being constructed at the same time as the principal residential structure.

Basketball Goals and Sporting Equipment

Basketball goals, or backboards, or any other similar sporting equipment of either a permanent or temporary nature shall not be placed on any Lot or street or where same would be visible from an adjoining street or Lot without the prior written consent of the Westpointe Reviewer.

Permanent goals must meet the following criteria:

- the metal pole must be permanently mounted into the ground to the side of the driveway in a full upright position 25' back from the curb;
- the pole, backboard and net must be maintained in good condition at all times; and
- poles may not be installed in front of the garage or facing into the street.

Portable goals will not be allowed unless the following criteria are met:

- the goal must be placed to the side of the driveway and permanently installed to be flush with the ground and maintained at all times in a full upright position 25' back from the curb;
- the pole, backboard and net must be maintained in good condition at all times;
- poles may not be installed in front of the garage or facing the street;
- landscape barrier, such as small shrubs must screen the base of the goal;
- goals may not be rolled into the street or any other public right-of-way; and
- goals may not be maintained in front of the garage or facing into the street.

The Westpointe Reviewer shall have the authority to establish additional guidelines for the placement and design of basketball goals, backboards, or any other similar sporting equipment and the same shall be kept and maintained out of view from any street, except in accordance with any such established guidelines.

Playscapes and Sport Courts

Sport Courts and tennis courts are specifically prohibited on any Lot.

Playscapes or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Westpointe Reviewer. The Westpointe Reviewer may prohibit the installation of playscapes or similar recreational facilities on any Lot.

Playscapes or any similar recreational facilities must comply with all the following requirements:

- Must be located where the equipment will have minimum impact on adjacent Lots and be screened from public view.
- All playscapes or any similar recreational facilities equipment must be of earth tones colors, i.e., medium to dark greens, browns, and tans.
- Bright primary colors will not be permitted.
- Views of playscapes or any similar recreational facilities must be reduced from public streets and adjoining units whenever possible.
- Playscapes or any similar recreational facilities must not be located any closer to a property line than the established building setbacks.
- Trampolines, whether portable or non portable must be placed no closer than five feet (5') to any property line.
- Playscapes, playground equipment and trampolines are prohibited in the front yard.

If approved, portable playscapes, including but not limited to, non-permanent and/or inflatable slides, moon bounces, water parks and above ground inflatable pools or kiddy pools (collectively "**Portable Playscapes**") must be stored in a screened area, the rear of the Lot, or inside the garage when not in use.

In no event, shall any Portable Playscapes be visible from or in the front of any Owner's Lot for any period of time exceeding twenty-four (24) consecutive hours.

Erosion Control and Construction Regulations

The following restrictions shall apply to all construction activities at Westpointe. Periodic inspections by a representative of the Westpointe Reviewer may take place in order to identify non-complying construction activities. If items identified as not complying with the regulations are not remedied in a timely manner, fines will be levied.

Erosion Control Installation and Maintenance

It is the responsibility of each Owner to install erosion control measures prior to the start of construction and to maintain them throughout the entire construction process.

Silt fencing installed to all applicable standards is required to be properly installed and maintained to protect the low sides of all disturbed areas, where storm-water will flow during construction. The purpose of the silt fence is to capture the sediment from the runoff and to permit filtered, clean water to exit the site. The Owner should anticipate that built-up sediment will need to be removed from the silt fence after heavy or successive rains, and that any breach in the fencing will need to be repaired or replaced immediately.

If for any reason the silt fence is to be temporarily removed, please contact a representative of the Westpointe Reviewer prior to the removal.

Security

Neither the Westpointe Reviewer, the Association, nor the Declarant shall be responsible for the security of job sites during construction.

Construction Hours

Unless a written waiver is obtained from the Westpointe Reviewer, construction may only take place during the following hours: Monday through Friday from 7:00 a.m. until 7:00 p.m., and on Saturdays and Sundays from 8:00 a.m. until 6:00 p.m.

Noise, Animals, Children

The use of radios, tape and CD players must be restrained so as not to be heard on an adjoining Lot or street.

Contractors and subcontractors may not bring dogs to construction sites. Contractors and subcontractors may not bring children under 16 years of age to construction sites.

Material and Equipment Storage

All construction materials and equipment shall be neatly stacked, properly covered and secured. Any storage of materials or equipment shall be the Owner's responsibility and at their risk. Owners may not disturb, damage or trespass on other Lots or adjacent property.

Insurance

The Westpointe Reviewer requires an Owner to procure adequate commercial liability insurance during construction naming the Association, the Declarant and the Westpointe Reviewer as additional insureds, in an amount to be determined, from time to time by the Westpointe Reviewer .

Site Cleanliness

During the construction period, each construction site shall be kept neat and shall be properly policed to prevent it from becoming an eyesore.

Owners shall provide a container for debris and shall clean up all trash and debris on the construction site on a daily basis. Trash and debris shall be removed from each construction site on a timely basis. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site.

The dumping, burying or burning of trash is not permitted anywhere in Westpointe.

It is imperative that, when moving heavy equipment around, precautions be taken to prevent damage to pavement, curbs, and vegetation. Crawler tractors are not to be operated on paved or concrete surfaces. Mud, dirt and other construction debris that is tracked off site shall be cleaned on a daily basis.

Sanitary Facilities

A temporary sanitary facility (chemical toilet) shall be provided and maintained for the use of construction workers.

Construction Parking

Construction crews shall not park on, or otherwise use, other Lots. No construction vehicle will be permitted to leak oil or otherwise damage or deface any street located within the community.

Schedule of Fines

Periodic inspections by a representative of the Westpointe Reviewer may take place in order to identify non-complying construction activities. Listed below is the schedule of fines which may be assessed.

Schedule of Fines

Premature Clearing	\$500
Construction Without Westpointe Reviewer Approval	\$500
Encroachment on Adjacent Properties	\$500 plus cost of repair
Violation of Rules, Restriction or Guidelines	\$50/day
Failure to Install and/or Maintain Erosion Control Measures	\$100/day
*Greenbelt/Open Space Lot violation	\$500
Sign Violation	\$50 per sign/incident

*= In the event, the Association or Developer is required to repair, clean up or provide necessary service to bring the improvement into compliance, the Owner will be assessed the cost of repair, clean up, or service plus an additional 50% for time and service expended.

Duration of Construction

The principal residential structure residence shall be complete and available for occupancy on or before eighteen (18) months after the commencement of construction.

Plan Submittals and Review Fees

New residential home construction within Westpointe will utilize the process described in this section. No Improvements may be commenced until the Owner has received a written "Approval" from the Westpointe Reviewer.

New or Revision House-Start Westpointe Reviewer Application - \$50 per application

Submittal process: Current Westpointe Reviewer application completely filled out, plot plan attached (no plans required), and a check per application mailed or delivered to the Westpointe Reviewer. Revisions will be charged same as a new submittal.

Master Plans Westpointe Reviewer Submittal - \$500 per package

Submittal process: These packages usually occur when a builder enters a community, or changes product. All plans are to be submitted on ledger paper 11x16 or half size sets. Plans must include all elevations, roof pitch, brick/stone/stucco/siding percentages, and dimensional page for house width. Please include a submittal letter explaining the section(s) and specifics of the review. Mail or deliver the plan sets along with a check to the Westpointe Reviewer.

Plans are reviewed in advance by the Westpointe Reviewer.

Additional/New Westpointe Reviewer Plan Review - \$50 per plan

Submittal process: Mail or deliver half size or 11x16 set of plans that include all elevations, roof pitch, brick/stone/stucco/siding percentages, and a dimensional page. Include a submittal letter describing the request along with a check per each plan to be reviewed to the Westpointe Reviewer.

Variance Westpointe Reviewer Review - \$50 per variance

Submittal process: Variance request letters must include the legal address, street address, and a description of the variance, i.e. measurements, etc. Mail or deliver the letter and any supportive materials (plot plan) along with a check to the Westpointe Reviewer.

ATTACHMENT 1
WESTPOINTE REVIEWER APPLICATION

Deliver to:
Westpointe Reviewer
1011 N. Lamar Blvd., Austin, Texas 78703
Phone: (512) 481-0303
Fax: (512) 481-0333

Date: _____
Lot: _____ Block: _____ Phase: _____ Section: _____
Plan #: _____ Bedrooms: _____ Baths: _____

Address: _____

Lot Plan Attached: (Please Circle) Yes/No

1st Floor Masonry % _____ 2nd Floor Masonry % _____

Chimney: (Please Circle) Yes/No _____ Masonry _____ Fiber Cement _____

Fencing Type: _____

Stone Manufacturer
and Color: _____

Brick Manufacturer and Color: _____

Roof Pitch: _____ Roof Color: _____ Year dimensional shingle: _____

Paint Color: _____

Fill in the information if different from color above

Trim Color: _____ Door Color: _____

Shutters Color: _____ Garage Color: _____

Square Footage of House: _____ House Width: _____

Front Retaining Wall: (Please Circle) Yes/No Deck: Yes/No Patio: _____ square feet

Comments: _____


Builder Name/Contact Information: _____

By: _____ Approval Date: _____

Subordination of Lien

International Bank of Commerce, which currently holds a lien on the Property, is executing this instrument solely for the purpose of evidencing its consent to the foregoing Westpointe Design Guidelines - 50', 55', 60' and 70' Lots (the "**Design Guidelines**") and for subordinating all liens which it holds on the Property to the Design Guidelines, including without limitation, the lien of a deed of trust recorded in Volume 16111, Page 897 of the Real Property Records of Bexar County, Texas, dated May 15, 2013.

INTERNATIONAL BANK OF COMMERCE

By: 
Name: Allen E. Wise
Title: Senior Vice President

THE STATE OF TEXAS

COUNTY OF Travis

§
§
§

This instrument was acknowledged before me on July 9, 2013 by Allen E. Wise, Senior Vice President of INTERNATIONAL BANK OF COMMERCE, a Texas banking association, on behalf of said banking association.

[SEAL]



My Commission Expires: 2/17/17

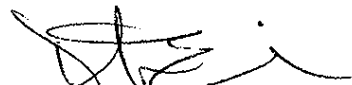

NOTARY PUBLIC, State of Texas
Print Name: Dustin Einhaus

Exhibit A

Description of Property

Parcel 1: A tract or parcel of land stated to contain 183.507 acres, more or less, situated in the T.R. Edmonson Survey No. 207, Abstract No. 228, County Block 4387, the J.H. Blannerhasset Survey No. 202, Abstract No. 56, County Block 4385, and the Thomas York Survey No. 201 ½, Abstract No. 825, County Block 4400, Bexar County, Texas, more fully described on *Annex 1* attached hereto and incorporated herein by reference for all purposes; SAVE AND EXCEPT that certain tract of land stated to contain 14.181 acres, more or less, as described on *Annex 2* attached hereto and incorporated herein by this reference for all purposes.

Parcel 2: Non-Exclusive Entrance Road Access Easement from Vise Oaks 1, Ltd. to WPE Ventures, LLC, as recorded in Book 15874, Page 2270, Real Property Records of Bexar County, Texas, as corrected by Correction Non-Exclusive Road Access Easement recorded in Book 16085, Page 2376, Real Property Records of Bexar County, Texas, covering that certain tract or parcel of land containing 1.907 acres, more or less, situated in the T.R. Edmonson Survey No. 207, Abstract No. 228, County Block 4387, the J.H. Blannerhasset Survey No. 202, Abstract No. 56, and the Thomas York Survey No. 201 ½, Abstract No. 825, County Block 4835, Bexar County, Texas, more fully described on *Annex 3* attached hereto and incorporated herein by reference for all purposes.

Parcel 3: A tract or parcel of land stated to contain 144.685 acres, more or less, situated in the Thomas York Survey No. 201 ½, Abstract No. 825, County Block 4400, Bexar County, Texas, more fully described on *Annex 4* attached hereto and incorporated herein by reference for all purposes.



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR

A 183.507 acre, or 7,993,562 square feet more or less, tract of land comprised of a portion of the 194.989 acre tract described as Tract One and a portion of the 0.443 acre tract described as Tract Two conveyed to Vise Oaks I, Ltd., by instrument recorded in Volume 7746, Pages 803-808 of the Official Public Records of Real Property of Bexar County, Texas, a portion of the 368.134 acre tract conveyed to Vise Oaks I, Ltd., by instrument recorded in Volume 12642, Pages 1974-1978 of the Official Public Records of Real Property of Bexar County, Texas, and a portion of the 328.967 acre tract conveyed to Vise Oaks I, Ltd. by instrument recorded in Volume 7144, Page 1567, Pages 1567-1575 of the Official Public Records of Real Property of Bexar County, Texas, in the T.R. Edmonson Survey No. 207, Abstract No. 228, County Block 4387, the J.H. Blannerhasset Survey No. 202, Abstract No. 56, County Block 4385, and the Thomas York Survey No. 201 ½, Abstract No. 825, County Block 4400, Bexar County Texas. Said 183.507 acre tract being more fully described as follows and bearings for this survey are based on the North American Datum of 1983 (NA2011) epoch 2010.00, from the Texas Coordinate System established for the South Central Zone.

BEGINNING: At a found ½" iron rod at the east corner of said 194.989 acre tract, at the northeast corner of said 0.443 acre tract, the north corner the 0.973 acre tract conveyed to Palomino Energy, L.P. by instrument recorded in Volume 14344, Page 543-545 of the Official Public Records of Real Property of Bexar County, Texas, an angle point of the 380.761 acre tract conveyed to SPH Culebra, Ltd. by instrument recorded in Volume 12572, Pages 1639-1648 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: S 44°14'21" W, along and with the southeast line of said 0.443 acre tract, the northwest line of said 0.973 acre tract at 282.47 feet passing a found ½" iron rod, at the west corner of said 0.973 acre tract, the most northerly northeast corner of Westcreek Oaks Subdivision Unit 2 recorded in Volume 9537, Page 207 of the Deed and Plat Records of Bexar County, Texas, continuing along and with the southeast line of said 0.443 acre tract, the northwest line of said Westcreek Oaks Subdivision Unit 2, a total distance of 518.53 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

THENCE: S 44°53'05" W, continuing along and with the southeast line of said 0.443 acre tract, the northwest line of said Westcreek Oaks Subdivision Unit 2, a distance of 157.90 feet to a found ¼" iron rod;

S 44°31'24" W, continuing along and with the southeast line of said 0.443 acre tract, the northwest line of said Westcreek Oaks Subdivision Unit 2 and the northwest line of Westcreek Oaks Subdivision Unit 1 recorded in Volume 9536, Pages 113-114 in the Deed and Plat Records of Bexar County, Texas, a distance of 1654.65 feet to a found ½" iron rod;

THENCE: Continuing along and with the southeast line of said 0.443 acre tract, and the northwest line of Westcreek Oaks Subdivision Unit 1 recorded in Volume 9536, Pages 113-114 in the Deed and Plat Records of Bexar County, Texas, the following bearings and distances:

S 45°32'43" W, a distance of 49.24 feet to a found ½" iron rod;

S 42°22'14" W, a distance of 50.63 feet to a found ½" iron rod

S 44°40'35" W, a distance of 708.46 feet to a found ½" iron rod marked (Sam) on the northeast right-of-way line of Westcreek Oaks, a 60 foot right-of-way, dedicated in The Villages of West Unit 2, recorded in Volume 9516, Pages 220-237 in the Deed and Plat Records of Bexar County, Texas, at the west corner of said Westcreek Oaks Subdivision Unit 1;

THENCE: S 47°19'06" W, continuing along and with the southeast line of said 0.443 acre tract, the northwest right-of-way line of said West Creek Oaks, a distance of 59.87 feet to a found ½" iron rod marked (Sam) on the southwest right-of-way line of said West Creek Oaks, at the north corner of the 536.83 acre tract conveyed to Sowell Property Partners-Westcreek, L.P. by instrument recorded in Volume 8474, Pages 122-128 in the Official Public Records of Real Property of Bexar County, Texas

THENCE: S 44°52'31" W, continuing along and with the southeast line of said 0.443 acre tract, the northwest line of said 536.83 acre tract, a distance of 600.24 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", at the south corner of the herein described tract;

THENCE: Departing the southeast line of said 0.443 acre tract, the northwest line of said 536.83 acre tract, over and across said 0.443 acre tract, said 194.989 acre tract, said 368.134 acre tract and said 328.967 acre tract, the following bearings and distances:

N 26°32'27" W, a distance of 210.14 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 09°20'22" E, a distance of 115.54 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 21°21'15" W, a distance of 151.06 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 13°09'46" W, a distance of 379.81 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 48°26'43" W, a distance of 501.96 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 28°18'05" W, a distance of 293.73 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 03°11'59" E, a distance of 285.08 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 25°10'40" E, a distance of 344.97 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 08°46'42" W, a distance of 541.45 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 13°18'46" E, a distance of 246.46 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 20°34'56" E, a distance of 335.24 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 01°16'33" E, a distance of 497.67 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 02°42'31" W, a distance of 178.99 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 82°28'48" E, a distance of 1570.44 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 65°23'37" E, a distance of 56.01 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Northwesterly, along a non-tangent curve to the left, said curve having a radial bearing of S 64°37'07" W, a radius of 2362.00 feet, a central angle of 01°58'34", a chord bearing and distance of N 26°22'10" W, 81.46 feet, for an arc length of 81.47 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a compound curve to the left, said curve having a radius of 12.00 feet, a central angle of 87°14'56", a chord bearing and distance of S 70°58'55" E, 16.56 feet, for an arc length of 18.27 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 65°23'37" E, a distance of 1302.87 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

N 65°10'29" E, a distance of 18.63 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", on the west right-of-way line of Cottonwood Way, a variable width right-of-way dedicated in Volume 13651, Pages 386-401 of the Official Public Records of Real Property of Bexar County, Texas;

S 21°25'19" E, along and with the west right-of-way line of said Cottonwood Way, a distance of 70.12 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", on the northwest line of said 380.761 acre tract, the southeast line of said 328.967 acre tract;

THENCE: Departing the west right-of way line of said Cottonwood Way, along and with the northwest line of said 380.761 acre tract, the southeast line of said 328.967 acre tract, the following bearings and distances:

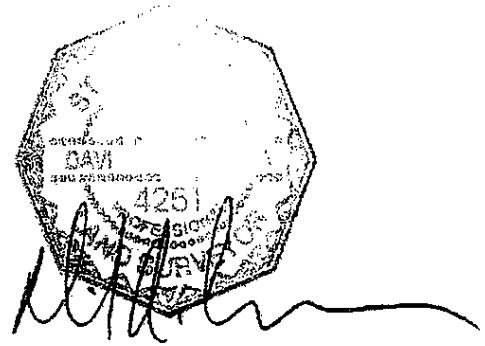
S 65°10'29" W, a distance of 14.60 feet to a found ½" iron rod with a cap marked (Cude);

S 65°23'37" W, a distance of 1154.44 feet to found ½" iron rod on the northeast line of said 368.134 acre tract, the southwest line of said 328.967 acre tract, at the west corner of said 380.761 acre tract, the south corner of said 328.967 acre tract;

THENCE: S 45°29'55" E, along and with the northeast line of said 368.134 acre tract, the southwest line of said 380.761 acre tract, a distance of 306.28 feet to a found fence post, at the north corner of said 194.989 acre tract, the east corner of said 368.134 acre tract, an angle point of said 380.761 acre tract;

THENCE: S 45°46'26" E, along and the with northeast line of said 194.989 acre tract, the southwest line of said 380.761 acre tract, a distance of 1636.37 feet to the POINT OF BEGINNING, and containing 183.507 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9372-12 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: December 18, 2012
Job No.: 9372-12
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TBPE Firm Registration #470
TBPLS Firm Registration #100288-00



ANNEX 2

14.181 Save & Except Tract



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR

A 14.181 acre, or 617,735 square feet, more or less, tract of land out of a 368.134 acre tract conveyed to Vise Oaks I, Ltd., by instrument recorded in Volume 12642, Pages 1974-1978 of the Official Public Records of Real Property of Bexar County, Texas, out of the T.R. Edmonson Survey No. 207, Abstract No. 228, County Block 4387, Bexar County, Texas. Said 14.181 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (NA2011) epoch 2010.00, from the Texas Coordinate System established for the South Central Zone:

COMMENCING: At a found fence post at the east corner of said 368.134 acre tract, at the north corner of a 194.989 acre tract recorded in Volume 7746, Pages 803-808 of the Official Public records of Real Property of Bexar County, Texas;

THENCE: S 66°49'19" W, over and across said 368.134 acre tract, a distance of 199.10 feet to a set ½" iron rod with yellow cap stamped "Pape-Dawson" for the POINT OF BEGINNING of the herein described tract;

THENCE: Continuing over and across said 368.134 acre tract the following bearings and distances:

S 65°23'37" W, a distance of 270.29 feet to a set ½" iron rod with yellow cap stamped "PAPE-DAWSON";

S 82°34'35" W, a distance of 897.63 feet to a set ½" iron rod with yellow cap stamped "PAPE-DAWSON";

S 66°38'14" W, a distance of 708.02 feet to a set ½" iron rod with yellow cap stamped "PAPE-DAWSON";

N 01°16'33" E, a distance of 328.97 feet to a set ½" iron rod with yellow cap stamped "PAPE-DAWSON";

N 02°42'31" W, a distance of 178.99 feet to a set ½" iron rod with yellow cap stamped "PAPE-DAWSON";

N 82°28'48" E, a distance of 1570.44 feet to a set MAG nail and washer;

N 65°23'37" E, a distance of 56.01 feet to a set ½" iron rod with yellow cap stamped "PAPE-DAWSON";

Page 1 of 2

Northwesterly, along a non-tangent curve to the left, said curve having a radial bearing of S 64°37'07" W, a radius of 2362.00 feet, a central angle of 01°58'34", a chord bearing and distance of N 26°22'10" W, 81.46 feet, for an arc length of 81.47 feet to a set ½" iron rod with yellow cap stamped "PAPE-DAWSON";

Southeasterly, along a curve to the left, said curve having a radial bearing of N 62°38'33" E, a radius of 12.00 feet, a central angle of 87°14'56", a chord bearing and distance of S 70°58'55" E, 16.56 feet, for an arc length of 18.27 feet to a set ½" iron rod with yellow cap stamped "PAPE-DAWSON";

N 65°23'37" E, a distance of 115.42 feet to a set ½" iron rod with yellow cap stamped "PAPE-DAWSON";

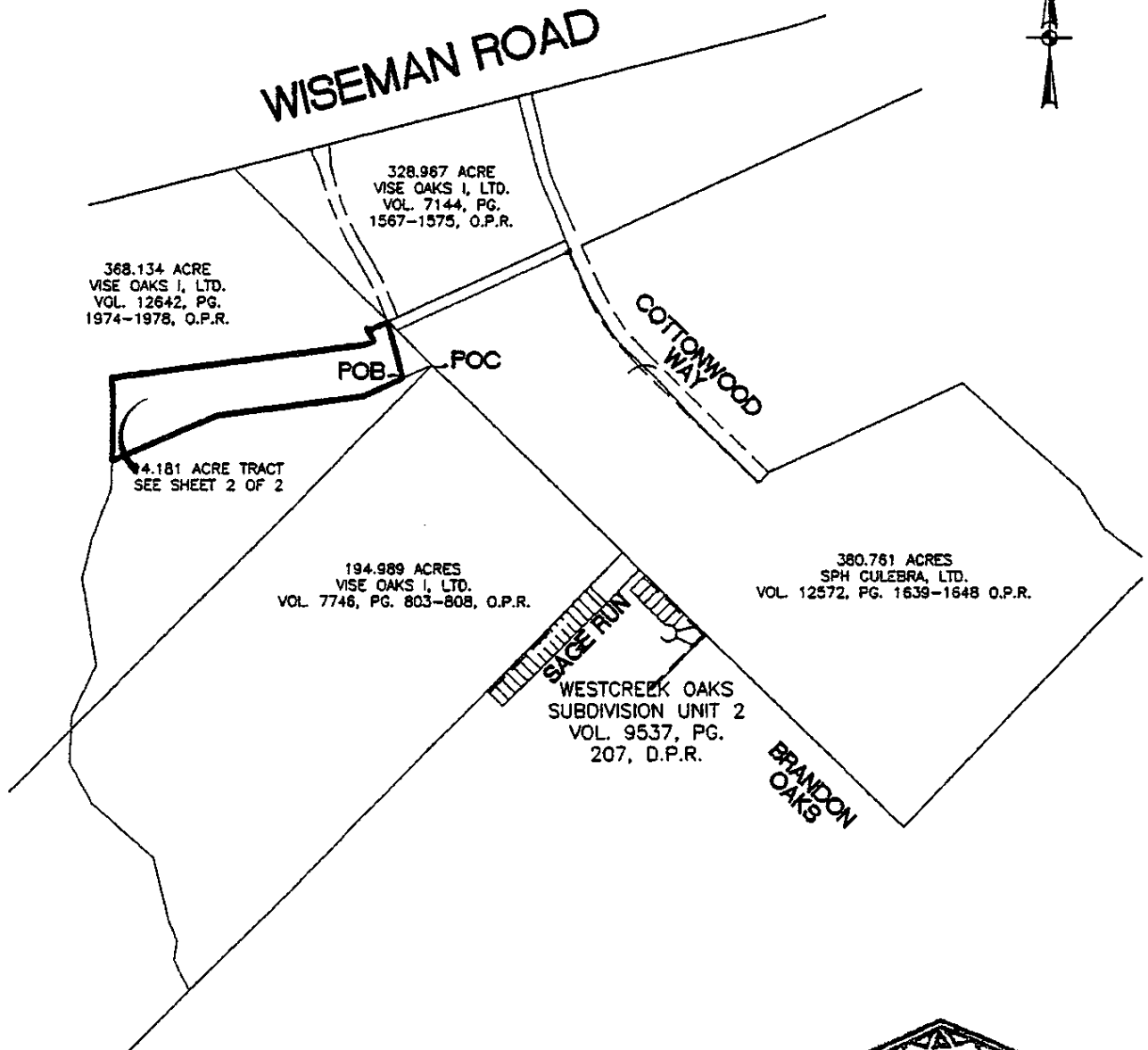
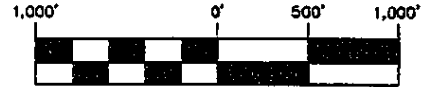
Southeasterly, along a non-tangent curve to the right, said curve having a radial bearing of S 70°50'40" W, a radius of 1965.00 feet, a central angle of 04°51'14", a chord bearing and distance of S 16°43'43" E, 166.42 feet, for an arc length of 166.47 feet to a set ½" iron rod with yellow cap stamped "PAPE-DAWSON";

S 14°18'06" E, a distance of 189.39 feet to the POINT OF BEGINNING, and containing 14.181 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 8222-00 by Pape-Dawson Engineers, Inc.

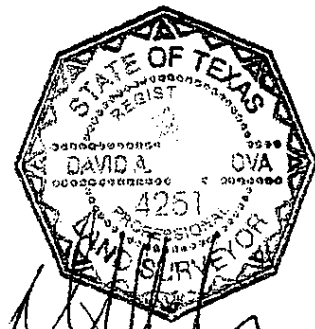
PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: April 10, 2013
Job No.: 8222-00
N:\CIVIL\8222-00\WORD\8222-00 FN-14.181 AC.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00



SCALE: 1"=1,000'



LOCATION MAP

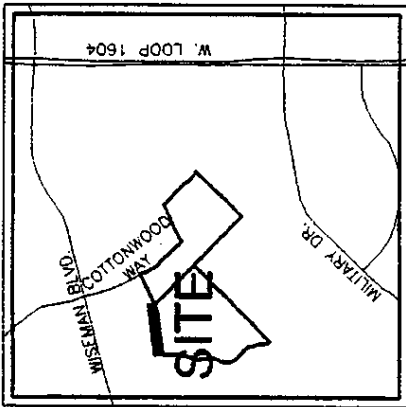


**PAPE-DAWSON
ENGINEERS**

555 EAST RAISEY | SAN ANTONIO TEXAS 78216 | PHONE: 210.375.9000
FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 179
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100288-00

SHEET 1 OF 2
JOB No.: 8222-00



LOCATION MAP

NOT TO SCALE

LEGEND:

- OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- SET 1/2" IRON ROD WITH YELLOW CAP STAMPED "PAPE-DAWSON" AT ALL CORNERS UNLESS OTHERWISE NOTED.

NOTES:

- THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
- THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD 83) FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.

GRAPHIC SCALE



N 65°23'37" E 115.42'

N 65°23'37" E 56.01'

SET MAG NAIL & WASHER

S 14°18'06" E 189.39'

N 82°28'48" E 1570.44'

14.181 ACRES
(617,735 SQUARE FEET MORE OR LESS)

S 82°34'35" W 897.63'

S 66°38'14" W 708.02'

N 01°16'33" E N 02°42'31" W 328.97' 178.99'

T.R. EDMONSON SURVEY NO. 207,
ABSTRACT NO. 228
COUNTY BLOCK 4387

368.134 ACRE
VISE OAKS I, LTD.
VOL. 12642, PG. 1974-1978, O.P.R.

194.989 ACRES
VISE OAKS I, LTD.
VOL. 7746, PG. 803-806, O.P.R.

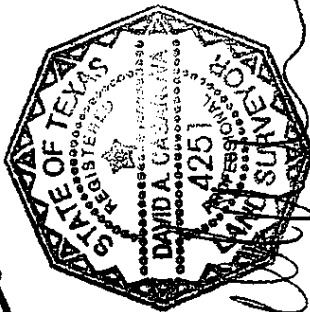


EXHIBIT OF

A 14.181 ACRE, OR 617,735 SQUARE FEET, MORE OR LESS, TRACT OF LAND OUT OF A 368.134 ACRE TRACT CONVEYED TO VISE OAKS I, LTD., BY INSTRUMENT RECORDED IN VOLUME 12642, PAGES 1974-1978 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, OUT OF THE T.R. EDMONSON SURVEY NO. 207, ABSTRACT NO. 228, COUNTY BLOCK 4387, BEXAR COUNTY, TEXAS.

CURVE TABLE				
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	2362.00'	1°58'34"	N26°22'10"W	81.46'
C2	12.00'	87°14'56"	S70°58'55"E	16.56'
C3	1965.00'	4°51'14"	S16°43'43"E	166.42'
				166.47'

PAPE-DAWSON ENGINEERS

555 EAST HANLEY | SAN ANTONIO, TEXAS 78216 | PHONE: 210.375.8000
FAX: 210.375.8010
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1000 BOARD OF PROFESSIONAL LAND SURVEYORS, AND ARCHITECTS / 1000-00
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APRIL 10, 2013

JOB No.:

8222-00

SHEET 2 OF 2



ANNEX 3
1.907 Acre
Easement Tract

LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR TRACT 2
AN INGRESS, EGRESS, WATER, ELECTRIC, GAS, TELEPHONE, CABLE TV,
SANITARY SEWER, AND DRAINAGE EASEMENT

A 1.907 acre, or 83,085 square feet more or less, easement tract on the 368.134 acre tract conveyed to Vise Oaks I, Ltd., by instrument recorded in Volume 12642, Pages 1974-1978 of the Official Public Records of Real Property of Bexar County, Texas, and the 328.967 acre tract conveyed to Vise Oaks I, Ltd. by instrument recorded in Volume 7144, Page 1567, Pages 1567-1575 of the Official Public Records of Real Property of Bexar County, Texas, in the T.R. Edmonson Survey No. 207, Abstract No. 228, County Block 4387, and the Thomas York Survey No. 201 ½, Abstract No. 825, County Block 4400, Bexar County Texas. Said 1.907 acre easement tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At the northeast corner of the herein described easement, on the south right-of-way line of Wiseman Road, a 120 foot right-of-way, dedicated in Volume 11255, Pages 1857-1863 of the Official Public Records of Real Property of Bexar County, Texas, from which a ½" iron rod with cap marked (Cude) on the south right-of-way line of said Wiseman Road, bears N 75°43'34" E, a distance of 2831.21 feet and a found ½" iron rod at the east corner of the 194.989 acre tract described as Tract 1 and the northeast corner of the 0.443 acre tract described as Tract 2 conveyed to Vise Oaks I, Ltd., by instrument recorded in Volume 7746, Pages 803-808 of the Official Public Records of Real Property of Bexar County, Texas, the north corner the 0.973 acre tract conveyed to Palomino Energy, L.P. by instrument recorded in Volume 14344, Page 543-545 of the Official Public Records of Real Property of Bexar County, Texas, and an angle point of the 380.761 acre tract conveyed to SPH Culebra, Ltd. by instrument recorded in Volume 12572, Pages 1639-1648 of the Official Public Records of Real Property of Bexar County, Texas, bears S 36°04'39" E, a distance of 3078.53 feet;

THENCE: Departing the south right-of-way line of said Wiseman Road, over and across said 328.967 acre tract the following bearings and distances:

S 14°16'26" E, a distance of 17.70 feet to a point;

Southeasterly, along a tangent curve to the right, said curve having a radius of 190.00 feet, a central angle of 17°06'58", a chord bearing and distance of S 05°42'56" E, 56.55 feet, for an arc length of 56.76 feet to a point;

Southeasterly, along a reverse curve to the left, said curve having a radius of 270.00 feet, a central angle of $17^{\circ}08'39''$, a chord bearing and distance of $S\ 05^{\circ}43'47''\ E$, 80.49 feet, for an arc length of 80.79 feet to a point;

$S\ 14^{\circ}18'06''\ E$, a distance of 4.28 feet to a point;

Southeasterly, along a tangent curve to the left, said curve having a radius of 1615.00 feet, a central angle of $15^{\circ}52'09''$, a chord bearing and distance of $S\ 22^{\circ}14'11''\ E$, 445.88 feet, for an arc length of 447.31 feet to a point;

$S\ 30^{\circ}10'15''\ E$, a distance of 154.89 feet to a point;

Southeasterly, along a tangent curve to the right, said curve having a radius of 2035.00 feet, a central angle of $10^{\circ}32'41''$, a chord bearing and distance of $S\ 24^{\circ}53'55''\ E$, 373.99 feet, for an arc length of 374.52 feet to a point;

THENCE: Continuing over and across said 328.967 acre tract and said 368.134 acre tract the following bearings and distances:

$S\ 65^{\circ}23'37''\ W$, a distance of 70.27 feet to a point;

Northwesterly, along a non-tangent curve to the left, said curve having a radial bearing of $S\ 70^{\circ}33'06''\ W$, a radius of 1965.00 feet, a central angle of $10^{\circ}43'21''$, a chord bearing and distance of $N\ 24^{\circ}48'35''\ W$, 367.20 feet, for an arc length of 367.74 feet to a point;

THENCE: Continuing over and across said 328.967 acre tract the following bearings and distances:

$N\ 30^{\circ}10'15''\ W$, a distance of 154.89 feet to a point;

Northwesterly, along a tangent curve to the right, said curve having a radius of 1685.00 feet, a central angle of $15^{\circ}52'09''$, a chord bearing and distance of $N\ 22^{\circ}14'11''\ W$, 465.21 feet, for an arc length of 466.70 feet to a point;

$N\ 14^{\circ}18'06''\ W$, a distance of 6.28 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 270.00 feet, a central angle of $16^{\circ}46'07''$, a chord bearing and distance of $N\ 22^{\circ}41'10''\ W$, 78.74 feet, for an arc length of 79.02 feet to a point;

Northwesterly, along a reverse curve to the right, said curve having a radius of 190.00 feet, a central angle of $16^{\circ}47'48''$, a chord bearing and distance of N $22^{\circ}40'19''$ W, 55.50 feet, for an arc length of 55.70 feet to a point;

N $14^{\circ}16'26''$ W, a distance of 18.45 feet to a point on the south right-of-way line of said Wiseman Road;

THENCE: N $75^{\circ}43'34''$ E, along and with the south right-of-way line of said Wiseman Road, a distance of 110.00 feet to the POINT OF BEGINNING, and containing 1.907 acres in Bexar County, Texas. Said easement tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9372-12 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: December 18, 2012

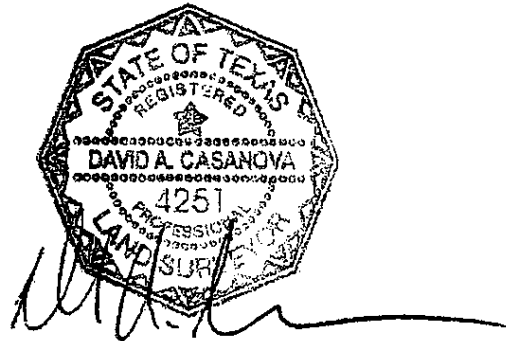
Revised April 7, 2013

Job No.: 9372-12

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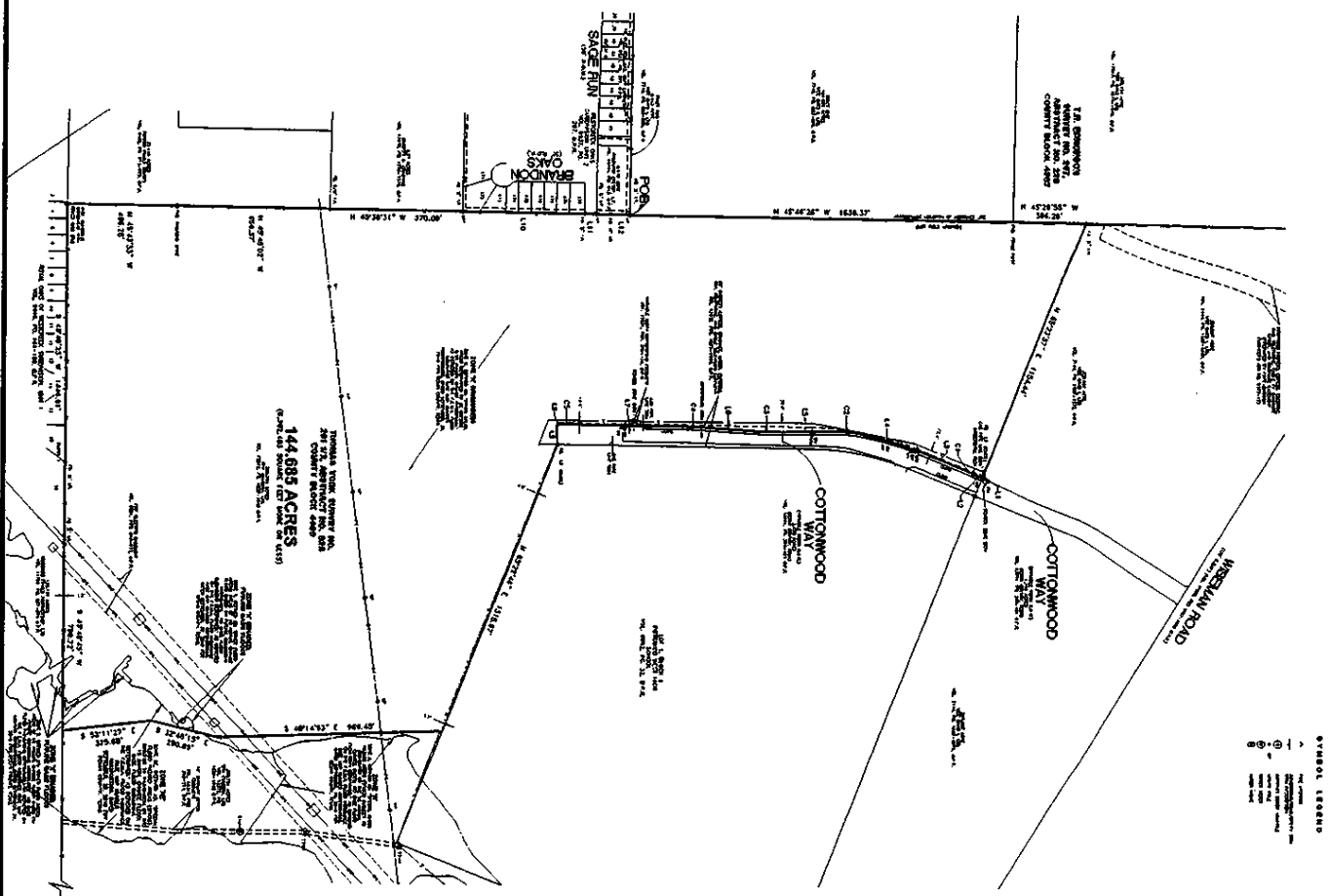
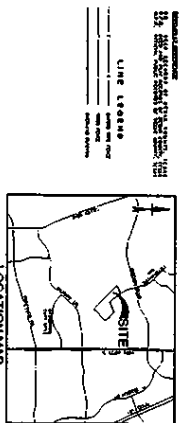
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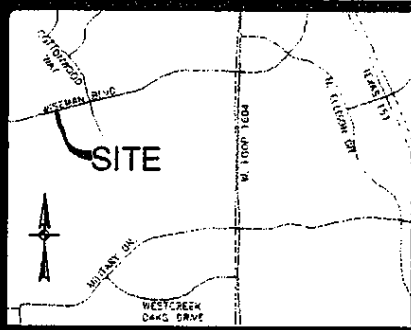
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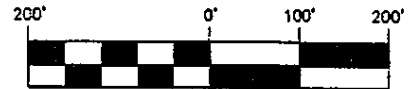
OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
FIR FOUND 1/2" IRON ROD

NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996). FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.



SCALE: 1" = 200'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S14°16'26"E	17.70'
L2	S14°18'06"E	4.28'
L3	S30°10'15"E	154.89'
L4	S65°23'37"W	70.27'
L5	N30°10'15"W	154.89'
L6	N14°18'06"W	6.28'
L7	N14°16'26"W	18.45'
L8	N75°43'34"E	110.00'

WISMAN ROAD
(120' R.O.W.) (VOL. 11255, PGS 1857-1863 O.P.R.)
N 75°43'34" E 2831.21'

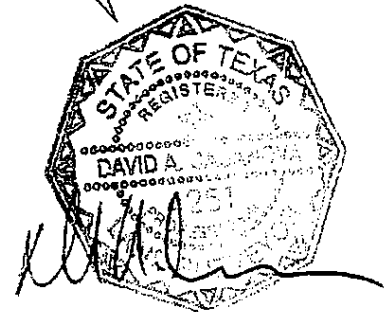


EXHIBIT
OF AN INGRESS, EGRESS, WATER, ELECTRIC, GAS, TELEPHONE, CABLE TV,
SANITARY SEWER, AND DRAINAGE EASEMENT

A 1.907 ACRE, OR 83,085 SQUARE FEET MORE OR LESS, EASEMENT TRACT ON THE 368.134 ACRE TRACT CONVEYED TO VISE OAKS I, LTD., BY INSTRUMENT RECORDED IN VOLUME 12642, PAGES 1974-1978 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, AND THE 328.967 ACRE TRACT CONVEYED TO VISE OAKS I, LTD. BY INSTRUMENT RECORDED IN VOLUME 7144, PAGE 1567, PAGES 1567-1575 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS, IN THE T.R. EDMONSON SURVEY NO. 207, ABSTRACT NO. 228, COUNTY BLOCK 4387, AND THE THOMAS YORK SURVEY NO. 201 1/2, ABSTRACT NO. 825, COUNTY BLOCK 4400, BEXAR COUNTY TEXAS.

1.907 ACRES
(83,085 SQUARE FEET MORE OR LESS)

INGRESS, EGRESS, WATER, ELECTRIC, GAS, TELEPHONE, CABLE TV, SANITARY SEWER, AND DRAINAGE EASEMENT

328.967 ACRE
VISE OAKS I, LTD.
VOL. 7144, PG. 1567-1575, O.P.R.

THOMAS YORK
SURVEY NO. 201 1/2,
ABSTRACT NO. 825
COUNTY BLOCK 4400

368.134 ACRE
VISE OAKS I, LTD.
VOL. 12642, PG. 1974-1978, O.P.R.

T.R. EDMONSON
SURVEY NO. 207,
ABSTRACT NO. 228
COUNTY BLOCK 4387

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	190.00'	17°06'58"	S5°42'56"E	56.55'	56.76'
C2	270.00'	17°08'39"	S5°43'47"E	80.49'	80.79'
C3	1615.00'	15°52'09"	S22°14'11"E	445.68'	447.31'
C4	2035.00'	10°32'41"	S24°53'55"E	373.99'	374.52'
C5	1965.00'	10°43'21"	N24°48'35"W	367.20'	367.74'
C6	1685.00'	15°52'09"	N22°14'11"W	465.21'	466.70'
C7	270.00'	16°46'07"	N22°41'10"W	78.74'	79.02'
C8	190.00'	16°47'48"	N22°40'19"W	55.50'	55.70'

PAPE-DAWSON ENGINEERS

555 EAST RAMSEY | SAN ANTONIO TEXAS 78216 | PHONE: 210.375.0000
FAX: 210.375.0010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 10289-00

TRACT TWO
0.443 ACRE
VISE OAKS I, LTD.
VOL. 7746, PG. 803-808, O.P.R.

0.973 ACRE
PALOMINO
ENERGY, L.P.
VOL. 14344, PG. 543, O.P.R.

380.761 ACRES
SPH CULEBRA, LTD.
VOL. 12572, PG. 1639-1648 O.P.R.

APRIL 7, 2013

JOB No.:

SHEET 1 OF 1

9372-12



ANNEX 4
144.685 Acre Tract

LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR

A 144.685 acre, or 6,302,483 square feet more or less, tract of land out of the 380.761 acre tract conveyed to SPH Culebra, Ltd. by instrument recorded in Volume 12572, Pages 1639-1648 of the Official Public Records of Real Property of Bexar County, Texas, out of the Thomas York Survey No. 201 ½, Abstract No. 825, County Block 4400, Bexar County, Texas. Said 144.685 acre tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from the Texas Coordinate System established for the South Central Zone:

BEGINNING: At a found ½" iron rod at the east corner of the 194.989 acre tract conveyed to Vise Oaks I, Ltd by instrument recorded in Volume 7746, Pages 803-808 of the Official Public Records of Real Property of Bexar County, Texas, at the northeast corner of the 0.443 acre tract conveyed to Vise Oaks I, Ltd by instrument recorded in Volume 7746, Pages 803-808 of the Official Public Records of Real Property of Bexar County, Texas, the north corner the 0.973 acre tract conveyed to Palomino Energy, L.P. by instrument recorded in Volume 14344, Page 543-545 of the Official Public Records of Real Property of Bexar County, Texas, and an angle point of said 380.761 acre tract;

THENCE: N 45°46'26" W, along and with the southwest line of said 380.761 acre tract, the northeast line of said 194.989 acre tract, a distance of 1636.37 feet to a found barb wire fence post, at the north corner of said 194.989 acre tract, the east corner of the 368.134 acre tract conveyed to Vise Oaks I, Ltd. by instrument recorded in Volume 12642, Pages 1974-1978, of the Official Public Records of Real Property of Bexar County, Texas, and an angle point of said 380.761 acre tract;

THENCE: N 45°29'55" W, continuing along and with the southwest line of said 380.761 acre tract, the northeast line of said 368.134 acre tract a distance of 306.28 feet to a found ½" iron rod at the west corner of said 380.761 acre tract, the southwest corner of the 328.967 acre tract conveyed to Vise Oaks I, Ltd. by instrument recorded in Volume 7144, Page 1567-1575 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: N 65°23'37" E, along and with the northwest line of said 380.761 acre tract, the southeast line of said 328.967 acre tract, a distance of 1154.44 feet to a found ½" iron rod with cap marked "Cude", at an angle point of said 328.967 acre tract, an angle point of said 380.761 acre tract;

THENCE: N 65°10'29" E, a distance of 14.60 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson", on the west right-of-way line of Cottonwood Way, as dedicated in Volume 13651, Pages 386-401 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Departing the northwest line of said 380.761 acre tract, the southeast line of said 328.967 acre tract, along and with the west right-of-way line of said Cottonwood Way, the following bearings and distances:

S 21°25'19" E, a distance of 31.88 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly, along a tangent curve to the left, said curve having a radius of 1024.00 feet, a central angle of 03°11'53", a chord bearing and distance of S 23°01'16" E, 57.15 feet, for an arc length of 57.16 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 24°37'13" E, a distance of 215.19 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 30°37'18" E, a distance of 261.59 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly along a non-tangent curve to the left, said curve having a radial bearing of N 53°22'36" E, a radius of 535.00 feet, a central angle of 10°32'25", a chord bearing and distance of S 41°53'36" E, 98.28 feet, for an arc length of 98.42 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 47°09'48" E, a distance of 254.97 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly along a tangent curve to the right, said curve having a radius of 987.00 feet, a central angle of 04°29'06", a chord bearing and distance of S 44°55'15" E, 77.24 feet, for an arc length of 77.26 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

S 42°40'42" E, a distance of 243.80 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson";

Southeasterly along a tangent curve to the left, said curve having a radius of 1035.00 feet, a central angle of $03^{\circ}03'18''$, a chord bearing and distance of $S 44^{\circ}12'21'' E$, 55.18 feet, for an arc length of 55.19 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 45^{\circ}44'01'' E$, a distance of 488.18 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

Along a tangent curve to the left, said curve having a radius of 1035.00 feet, a central angle of $03^{\circ}03'18''$, a chord bearing and distance of $S 47^{\circ}15'40'' E$, 55.18 feet, for an arc length of 55.19 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 48^{\circ}47'19'' E$, a distance of 16.08 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

THENCE: $N 41^{\circ}12'42'' E$, along and with the south right-of-way line of said Cottonwood Way, a distance of 83.79 feet to a found $\frac{1}{2}$ " iron rod with a cap marked "Cude", on the east right-of-way line of said Cottonwood Way, at the south corner of Lot 1, Block 1, Potranco West High School recorded in Volume 9602, Page 32 of the Deed and Plat Records of Bexar County, Texas;

THENCE: $N 65^{\circ}22'46'' E$, along and with the southeast line of said Lot 1, a distance of 1315.57 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

THENCE: Departing the southeast line of said Lot 1, over and across said 380.761 acre tract, the following bearings and distances:

$S 48^{\circ}14'53'' E$, a distance of 966.45 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

$S 32^{\circ}46'15'' E$, a distance of 290.89 feet to a set $\frac{1}{2}$ " iron rod with a yellow cap marked "Pape-Dawson";

S 53°11'27" E, a distance of 375.68 feet to a set ½" iron rod with a yellow cap marked "Pape-Dawson", on the southeast line of said 380.761 acre tract, the northwest line of the 135.127 acre tract conveyed to McCombs Family Partnership, Ltd, by instrument recorded in Volume 11798, Pages 867-874 of the Official Public Records of Bexar County, Texas, from which a ½" found iron rod on the west right-of-way line of West Loop 1604, the north corner of said 135.127 acre tract, the east corner of said 380.761 acre tract bears N 43°48'45" E, a distance of 2775.22';

THENCE: S 43°48'45" W, along and with the southeast line of said 380.761 acre tract, the northwest line of said 135.127 acre tract, a distance of 790.72 feet to a found ½" iron rod, at the northwest corner of said 135.127 acre tract, the north corner of Lot 19, Block 1, Royal Oaks of Westcreek Subdivision, Unit 1 recorded in Volume 9616, Page 164-166 of the Deed and Plat Records of Bexar County, Texas, an angle point of said 380.761 acre tract;

THENCE: S 43°48'23" W, along and with the southeast line of said 380.761 acre tract, the northwest line of said Royal Oaks of Westcreek Subdivision, Unit 1 a distance of 1446.61 feet to a found concrete monument with brass disk stamped "BJ", at the south corner of said 380.761 acre tract, the east corner of the 22.419 acre tract conveyed to Riddick Family Trusts by instrument recorded in Volume 6409, Pages 973-975 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE: Along and with the southwest line of said 380.761 acre tract, the northeast line of said 22.419 acre tract the following bearings and distances:

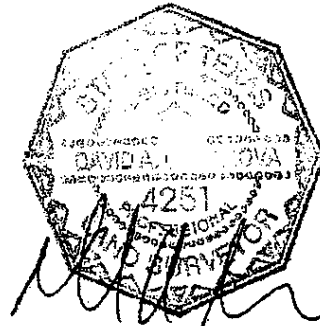
N 45°43'33" W, a distance of 466.28 feet to a found railroad spike;

N 45°45'02" W, a distance of 656.37 feet to a found 5/8" iron rod at the north corner of said 22.419 acre tract, the east corner of the 6.27 acre tract conveyed to Corbett D. Crabtree by instrument recorded in Volume 12036, Pages 1276-1279 of the Official Public Records of Real Property of Bexar County, Texas, an angle corner of said 380.761 acre tract;

THENCE: N 45°38'31" W, continuing along and with the southwest line of said 380.761 acre tract, the northeast line of said 6.27 acre tract, a distance of 570.09 feet to a found ½" iron rod, at the north corner of said 6.27 acre tract, the east corner of Lot 172, Block 4, Westcreek Oaks Subdivision, Unit 2 recorded in Volume 9537, Page 207 of the Deed and Plat Records of Bexar County, Texas, an angle point of said 380.761 acre tract;

- THENCE: N 45°40'22" W, a distance of 521.21 feet to a found ½" iron rod on the southeast right-of-way line of Sage Run, a 50-foot right-of-way dedicated in Volume 9537, Page 207 of the Deed and Plat Records of Bexar County, Texas, at the north corner of Lot 179, Block 4, said Westcreek Oaks Subdivision, Unit 2, an angle point of said 380.761 acre tract;
- THENCE: N 45°48'47" W, at a distance of 50.34 feet pass a found ½" iron rod on the northwest right-of-way line of said Sage Run, at the east corner of said 0.973 acre tract, continuing along and with the northeast line of said 0.973 acre tract, the southwest line of said 380.761 acre tract, a total distance of 113.17 feet to a found ½" iron rod at an angle point of said 0.973 acre tract, an angle point of said 380.761 acre tract;
- THENCE: N 43°40'19" W, continuing along and with the northeast line of said 0.973 acre tract, the southwest line of said 380.761 acre tract a distance of 83.66 feet to the POINT OF BEGINNING, and containing 144.685 acres in Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9372-12 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: December 18, 2012
Job No.: 9372-12
N:\Survey12\12-9300\9372-12\WORD\9372-12FN 144.685 AC.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00



Doc# 20130141117
Pages 43
07/09/2013 4:43PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$180.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
07/09/2013 4:43PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff