

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
STONE CANYON UNIT I
BEXAR COUNTY, TEXAS

STATE OF TEXAS I

COUNTY OF BEXAR I

WHEREAS, on February 18, 1985, SITTERLE PROPERTIES (hereinafter referred to as "Declarant") executed that certain Declaration of Covenants, conditions and Restrictions of STONE CANYON UNIT I (herein after referred to as the "Declaration"); and

WHEREAS, said Declaration was filed in Volume 3329, Page 2051 of the Real Property Records of Bexar County Texas, on February 20, 1985, and

WHEREAS, pursuant to Article III, Section 2 (c) of the Declaration, the Declarant, as owner of 90% or more of the lots located within the Property, hereby amends the Declaration as follows.

1. The following provision is hereby added as Section 2.12 subparagraph (3) to Article VIII of the Declaration;

"2.12 (3) No Satellite Television Dishes or similar signal receiving devices employed for the purpose of collecting and magnifying radio-electronic waves from space satellite facilities which emanate television programming shall be permitted within the Property, without the owner of said device having received, in advance, written permission of the Architectural Control Committee. Such permission can be acquired upon receipt by the Architectural Control Committee, of a sufficiently detailed plan depicting pertinent dimensions of the device, it's proposed location and the owner's plan for screening the device from view. Provisions of Section 3.14 of Article VIII shall apply."

2. The following provision is hereby added as Section 3.14 to Article VIII of the Declaration;

"3.14 Approvals of the Architectural Control Committee granted from time to time under terms of this Declaration for waivers to Declaration or as special permission for otherwise non permitted facilities, shall be on a case-by-case basis and the granting in any one or more cases shall

not be deemed to establish a precedent for granting subsequent approvals on what may seem to be a similar situation. All decisions of the Architectural Control Committee shall be considered final."

3. In the event of any conflict between the terms and provisions of the Declaration and the terms and provisions of this Amendment, those of this Amendment shall prevail. In the event of any conflict between the terms and provisions of the Declaration as amended and the terms and provisions of the Bylaws or Articles of Incorporation of the Association, the Declaration as amended shall prevail.

IN WITNESS WHEREOF, this Amendment is executed and shall be effective as of this 29th day of July 1985, A.D.

SITTERLE PROPERTIES

BY: Daniel S. Sitterle,
Vice President

NATIONAL BANK OF COMMERCE
SAN ANTONIO, Trustee
BY: Lamar R. Spencer
Title: Vice President

STATE OF TEXAS I

COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, on this day personally appeared Lamar R. Spencer/Vice President of NATIONAL BANK OF COMMERCE-SAN ANTONIO, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed, as the act and deed of the said National Bank of Commerce-San Antonio, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29 day of July, 1985, A.D.

Patricia Ann Bryant
Notary Public in and for
The State of Texas

My commission expires:
3/22/89

STATE OF TEXAS I

COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, on this day personally appeared Daniel S. Sitterle, of SITTERLE PROPERTIES, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of the said SITTERLE PROPERTIES, an in capacity therein stated.

Carolyn A. Johnson
Notary Public in and for
The State of Texas

My commission expires:
5/25/88

AMENDMENT No. 2
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
STONE CANYON UNIT 1
BEXAR COUNTY, TEXAS

STATE OF TEXAS I

COUNTY OF BEXAR I

WHEREAS, on February 18, 1985, SITTERLE PROPERTIES (hereinafter referred to as "Declarant") executed that certain Declaration of Covenants, Conditions and Restrictions of STONE CANYON UNIT I (herein after referred to as the "Declaration") and

WHEREAS, said Declaration was filed in Volume 3329, Page 73 of the Real Property Records of Bexar County, Texas, and

WHEREAS, pursuant to Article III, Section 2 (c) of the Declaration, the Declarant, as owner of 90% or more of the lots located within the Property, hereby amends the Declaration as follows:

1. Article X, Section 4., Paragraph (1) is hereby revised to read as follows:

"Additional land within that certain 332.308 acre tract described in Volume 3110, Page 1900 of the Deed Records of Bexar County, Texas, and any land within one-thousand five hundred feet (1500') of the area's boundary owned by the Declarant, may be annexed to the Properties by the Declarant without the consent of the lot owners, within ten (10) years of the date of this instrument."

2. In the event of an conflict between the terms and provisions of the Declaration and the terms and provisions of this Amendment, those of the Amendment shall prevail. In the event of any conflict between the terms and provisions of the Declaration as amended and the terms and provisions of the Bylaws or Articles of Incorporation of the Association, the Declaration as amended shall prevail.

IN WITNESS WHEREOF, this Amendment is executed and shall be effective as of this 14th day of August 1985, A.D.

SITTERLE PROPERTIES

BY: Louis M. Norrell
Vice President

NATIONAL BANK OF COMMERCE
SAN ANTONIO, Trustee

BY: Jim Parish
Title: Vice President

STATE OF TEXAS I

COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, on this day personally appeared Jim Parish of NATIONAL BANK OF COMMERCE-SAN ANTONIO. Known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed, as the act and deed said _____ and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 14th day of August, 1985, A.D.

Patricia Ann Bryant
Notary Public in and for
The State of Texas

My commission expires;
3/22/89

STATE OF TEXAS I

COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, on this day personally appeared Louis M. Norrell, Vice President of SITTERLE PROPERTIES. Known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of the said SITTERLE PROPERTIES, and in capacity therein stated.

Carolyn A. Johnson
Notary Public in and for
The State of Texas

My Commission Expires:
5/28/88

AMENDMENT NO. 3 TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
STONE CANYON UNIT I
BEXAR COUNTY, TEXAS

STATE OF TEXAS I

COUNTY OF BEXAR I

WHEREAS, on February 18, 1985, SITTERLE PROPERTIES (hereinafter referred to as "Declarant") executed that certain Declaration of Covenants, Conditions and Restrictions of STONE CANYON UNIT I (hereinafter referred to as the "Declaration"); and

WHEREAS, said Declaration was filed in Volume 3329, Page 2051 of the Real Property Records of Bexar County Texas, on February 20, 1985, and

WHEREAS, pursuant to Article III, Section 2 (c) of the Declaration, the Declarant, as owner of 90% or more of the lots located within the Property, hereby amend the Declaration as follows.

1. The fifth sentence in Article VI, Section 3, is hereby amended to read:

"On and after January 1, 1988, the maximum annual assessment for improved Lots and maximum annual assessment for unimproved Lots may be increased by vote of the Members as provided in Article VI, Section 5 hereof."

2. Article X, Section 7, is hereby amended to read:

The Declarant shall have the right to enter into any and all professional management contracts, prior to the date that control of the project is transferred to the association, so long as such contracts do not exceed one year in duration. Such contracts shall provide to the association a right to terminate, without cause, any time after the transfer of control, without payment of any penalty or advance notice of more that thirty (30) days.

3. The following Section 10 is hereby added to Article X of the Declaration:

Section 10. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

4. The last paragraph of Article IV is hereby amended to read:

Notwithstanding anything to contrary contained herein, the Declarant shall transfer control of the Association to the owners no later than four (4) months after seventy-five percent (75%) of the living units subject to the jurisdiction of the Association have been conveyed to home/lot owners other than the Declarant.

5. In the event of any conflict between the terms and provisions of the Declaration and the terms and provisions of this Amendment, those of this Amendment shall prevail. In the event of any conflict between the terms and provisions of the Bylaws or Articles of Incorporation of the Association, the Declaration as amended shall prevail.

IN WITNESS WHEREOF, this Amendment is executed and shall be effective as of this 23rd day of October 1985, A.D.

SITTERLE PROPERTIES

BY: Louis M. Norrell
Vice President

NATIONAL BANK OF COMMERCE
SAN ANTONIO, Trustee

BY: Lamar R. Spencer

STATE OF TEXAS I

COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, on this day personally appeared Lamar R. Spencer, Vice President of NATIONAL BANK OF COMMERCE-SAN ANTONIO, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed, as the act and deed of the said NATIONAL BANK OF COMMERCE-SAN ANTONIO, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 23rd day of October, 1985, A.D.

Notary Public in and for
The State of Texas

My Commission expires:
10/26/88

STATE OF TEXAS I

COUNTY OF BEXAR I

BEFORE ME, the undersigned authority, on this day personally appeared Louis M. Norrell, Vice President of SITTERLE PROPERTIES, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed, as the act and deed of the said SITTERLE PROPERTIES, and in the capacity therein stated.

Carolyn A. Johnson
Notary Public in and for
The State of Texas

My Commission Expires:
5/28/88