

**DECLARATION OF ANNEXATION  
OF  
HILLS OF STONE OAK, UNIT #1  
TO BE COVERED BY THE DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF STONE CANYON, UNIT #1  
BEXAR COUNTY, TEXAS**

This Declaration of Annexation, made on the date hereinafter set forth by SITTERLE PROPERTIES, and WILLIAM S. PITMAN PROPERTIES, INC., hereinafter referred to as "Declarant."

W I T N E S S E T H;

WHEREAS, Declarant is the owner of certain real property in Bexar County, Texas, which is more particularly described as:

Lots 1, through 17 inclusive, Block 1  
Lots 1, through 10 inclusive, Block 2  
Lots 1, through 18 inclusive, Block 3  
Lots 1, through 44 inclusive, Block 4  
Lots 1, through 22 inclusive, Block 5

all being in that certain 40.268 acres out of the Beaty, Seale and Forwood Survey No. 11. Abstract 114, County Block No. 4939, and more specifically defined in the subdivision plat of HILLS OF STONE OAK, UNIT I, being duly recorded in Volume 9508 Pages 58-61, Plat Records of Bexar County, Texas, hereinafter referred to as "The Property".

WHEREAS, said property represents additional land within the area described in Volume 3110. Page 1900 of the Deed Records of Bexar County, Texas:

THEREFORE BEFORE ALL THESE PRESENTS

Pursuant to the provisions of Article X, entitled "General Provisions", Section 4, "Annexations", Subparagraph (1), of the Declaration of Covenants, Conditions and Restrictions of Stone Canyon Unit 1, Bexar County, Texas, as filed in Volume 3329, Page 2051-2072 Real Property Records of Bexar County, Texas and as amended in Volume 3436, Pages 634-636 and Volume 3479, Page 1887, hereinafter referred to as the "Master Covenants", Declarant hereby annexes the above described property consisting of 111 lots for single family detached houses thereby subjecting same to all of the covenants, conditions and restrictions, as set forth in said Master Covenants, as if same were originally incorporated herein and made part hereof, SAVE and EXCEPT those specific

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covenants and restrictions contained in Article VIII, which shall, for purposes of HILLS OF STONE OAK, UNIT 1, only hereinafter read as follows:

## ARTICLE VIII

### DESIGN APPROVAL, CONSTRUCTION AND USE COVENANTS

**Section 1. Design Approval Requirements.** No building, structure, fence, wall, landscaping, recreational facilities of any kind, or other improvement shall be commenced, erected or maintained upon the Properties; nor shall any exterior addition to or change, or alteration thereto, be made until the detailed plans and specifications therefore shall have been submitted to the Architectural Control Committee and said Committee has approved in writing its compliance with minimum standards in relation to property lines, easements, grades, surrounding structures, walks, topography and all other matters related thereto. The submitted plans and specifications shall specify, in such form as the Committee may reasonably require, materials, elevations, landscaping detail, and the nature, kind, shape, heights, exterior color scheme, and location of the proposed improvements or alterations thereto. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with. The Committee is not required to police, or enforce compliance with such considerations as minimum size, setbacks, or other specific, objective construction requirements.

### **Section 2.0 Property Use.**

**Section 2.1 Use Restrictions.** The Properties shall be used only for the development of single family detached homes, or detached garden homes, all of which are to be used exclusively as private single residences, and common facilities serving the owners and residents

thereof. The terms "residential purposes" as used herein shall be held and construed to exclude any business, commercial, industrial, apartment house, hospital, clinic and/or professional uses, and such excluded uses are hereby expressly prohibited. This restriction shall not, however, prevent the inclusion of permanent living quarters for domestic servants or to allow domestic servants to be domiciled with an owner or resident.

**Section 2.2. Lot Consolidation.** Any Owner owning two or more adjoining Lots, or portions of two or more such Lots, may with the prior approval of the Architectural Control Committee, consolidate such Lots or portions thereof into a single building site for the purpose of constructing one residence and such other improvements as are permitted herein, provided, however, that no such building site shall contain less than ten thousand (10,000) square feet of land. Provided, however, that the Lot resulting from such consolidation shall bear, and the Owner thereof shall be responsible for, all assessments theretofore applicable to the Lots which are consolidated.

**Section 2.3. Professional Signs.** No sign of any kind shall be displayed to the public view on any portion of the Properties, except that one (1) sign of not more than five (5) square feet advertising a residence located in the Properties for sale or rent, nor used by a builder to advertise a residence for sale during the construction and sales period without the expressed written permission of the Architectural Control Committee.

**Section 2.4. Animals and Pets.** No poultry, livestock, snakes, or other animals of any kind shall ever be raised, kept, bred, or harbored on any portion of the Properties, except that dogs, cats, or other common household pets (not to exceed a total of three (3) adult animals) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes and provided further that such

common household pets shall, at all times, except when they are confined within the boundaries of a private single-family residence or Lot upon which same is located, be restrained or controlled by a leash, rope, or similar restraint or a basket, cage, or other container.

**Section 2.5. Accumulation of Trash and Rubbish.** Except as provided in Section 2.10 of this Article, no trash, rubbish, garbage, manure, putrecible matter or debris of any kind shall be dumped or permitted to accumulate on any portion of the Properties. All rubbish, trash, or garbage shall be kept in sanitary refuse containers with tightly fitting lids, and, except as necessary for purposes of affecting garbage pickup, said containers shall be kept in an area of the Lot adequately screened by planting or fencing. Should the homeowner or occupant fail to provide aforesaid maintenance, the Association shall have the right, but not the obligation, to perform said maintenance at the homeowners expense.

**Section 2.6. Boats, Trailers, etc.** No boat, trailer, camping unit, or self propelled or towable equipment or machinery of any sort shall be parked for storage on any Lot except in a closed garage, or in an area adequately screened by planting or fencing; provided however, that during the construction of improvements on a Lot, necessary construction vehicles may be parked thereon for and during the time of such necessity.

**Section 2.7. No Extraction of Natural Resources.** No oil or natural gas drilling, oil or natural gas development or oil refining or quarrying or mining operations of any kind shall be permitted upon any portion of the Properties, nor shall oil, natural gas, or water wells, tanks, tunnels,

mineral excavations or shafts be permitted upon, in or within any portion of the Properties. No derricks or other structures for use in the boring or drilling for oil, natural gas, minerals or water shall be erected, maintained or permitted upon, in or within any portions of the Properties.

**Section 2.8. No Nuisances.** No nuisance shall ever be erected, caused or suffered to remain upon any portion of the Properties, nor shall an owner's, resident's or other party's use of the Properties, or any portion thereof, whether same be a Lot, part of the Common Facilities or otherwise, endanger the health or disturb the reasonable enjoyment of any other owner or resident or visitor of, or to, the Properties.

**Section 2.9. Landscaping, etc.** All landscaping, mailboxes, sidewalks, driveways, lighting or other improvements on any Lot which are not concealed from view from every other Lot, other portions of the Properties or from any street must be harmonious and in keeping with the overall character and aesthetics of the Properties. To this end, the plans therefore shall be submitted to the Architectural Control Committee for its approval, or disapproval prior to the construction, alteration and/or placement of such items.

**Section 2.10. Necessary Temporary Facilities.** Notwithstanding the other provision of this Article, Declarant reserves unto itself the exclusive right erect, place, and maintain temporary facilities in or upon any portions of the Properties as Declarant, in its sole discretion, may determine to be necessary. In addition, each Lot Owner shall have the right to erect, place, and maintain on his Lot such temporary facilities as may be necessary or convenient for the construction or modification of a residence thereon.

**Section 2.11 No Cesspools.** No privy, cesspool, or septic tank shall be placed or maintained upon any portion of the Properties. Portable toilets of a commercial character

character may be inconspicuously located during period of construction for the convenience of the workers performing such works.

**Section 2.12 Exposed Antennas and Athletic Equipment.**

(1) No exterior antenna shall be permitted on any dwelling. This is to include derricks or antennas of any nature mounted on, in, or around the dwelling or the lot upon which the dwelling rests.

(2) No athletic or sports equipment; i.e., basketball backboard, goal posts, net standards, etc., shall be affixed to the street face of the dwelling nor may they be placed on the lot between the dwelling and the street.

(3) No Satellite Television Dishes or similar signal receiving devices employed for the purpose of collection 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, its proposed location and the owner's plan for screening the device from view. Provisions of Section 3.14 of Article VIII shall apply.

**Section 2.13. Maintenance of Yards, Etc.** The Owners of all Lots shall at all times keep weeds, shrubbery and trees thereon out in a sanitary, healthful, and attractive manner; provided, however, that no tree measuring four inches (4) or more in diameter, measured twelve inches (12) above ground, shall be removed or cut without the written approval of the Architectural Committee. Lot Owners shall also be required to provide and allow safe and adequate drainage within and across their Lot to include appropriate and adequate provisions when building, maintaining or construction fences, walks, landscaping, or any other potential obstruction which would divert,

impede, or cause to back up run off water.

**Section 2.14. Fences.** Except those fences/walls constructed in accordance of Section 5, Article II, all fences shall be constructed of either masonry, wood (of the type approved by the Architectural Control Committee) or a combination of both. Wood fencing shall be at least six foot (6') high, but no higher than eight feet (8'), or either 1" x 4" or 1" x 6" boards, suitably arranged to affect full privacy. Such boards shall be installed with the smooth side facing the street or public right-of-way, unless an alternate design is approved by the Committee. Any fence wall or hedge built forward of the front wall line of the respective house must be approved by the Architectural Control Committee. No chain link fencing will be installed unless specifically approved by the Architectural Control Committee. Where fence requirements contained herein differ from those set forth in the Master Plan, the more restrictive shall be enforced and applicable.

**Section 3.0. Construction Covenants.**

**Section 3.1. New Construction Only.** Any and all structures, fences, walls, recreational facilities or other improvements erected, altered or placed on any portion of the Properties shall be of new construction and shall be built in place, and except as provided in Section 2.10 of this Article, no structure at a temporary character, including, but not limited to trailers, mobile homes, tents, shacks, garages, barns, or other out-buildings shall be used anywhere on, in or within the Properties at any time, except as specifically provide for herein. However, an out building of a temporary nature may be used for purposes of storage; provided, however, that same shall be placed or located in such manner that it is not visible from the Common Facilities, or any part thereof, or any adjoining streets.

**Section 3.2. Dwelling Cost, Quality and Size.** No dwelling shall be permitted on any Lot in these subdivisions having a market value of less than \$90,000 based upon market values prevailing on the date these Covenants are recorded. The minimum floor area of the main structure, measured to the outside of exterior walls exclusive of garages, open porches, patios, and detached accessory buildings, shall be not less than 1600 contiguous square feet. See Section 3.13 for garage requirements.

**Section 3.3. Maximum Height.** No building or structure erected, altered or placed on, within or in the Properties shall exceed twenty five feet (25') in height (measured from the top of the foundation to the utmost part of the roof) not be more than two (2) stories in height; provided, however, that all applicable ordinances, regulations, restrictions and statutes with respect to the maximum height or building and structures shall, at all times, be complied with.

**Section 3.4. Fire Walls.** Regardless of any approvals granted to the contrary, any building or other structure located on a Lot line must be provided with a suitable rated fire wall as required by all applicable codes, ordinances, regulations and/or statutes, including, but not limited to, the codes and ordinances of the City of San Antonio, Texas.

**Section 3.5. Placement of Structures on Lots.** Subject to more stringent requirements hereinafter set forth, no building or other structure shall be located on any lot nearer to the front lot line nor nearer to the side street line than the minimum setback lines shown on the recorded subdivision plat. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building; provided, however this shall not be construed to permit any portion of a building to encroach upon another Lot.



**Section 3.5.1. Single Family Detached Residential Lots.** No building shall be located on any single family detached residential lot nearer than twenty five (25) feet to the front lot line or further back than forty-five (45) feet from the front line, or nearer than five (5) feet to an interior lot line. No dwelling shall be located on any lot nearer than twenty five (25) feet to the rear lot line except dwellings on lots facing cul-de-sacs, elbow corners, or on other unusually shaped lots, found to be such by the Committee, for which the setback shall be at least twelve (12) feet from the rear lot line. Side loading garages shall be set back from side lot line seventeen feet (17') minimum measured along the center axis of the driveway. Every outbuilding, except a greenhouse, shall correspond in style and architecture to the dwelling on which it is appurtenant, and shall be of the same exterior materials, both walls and roof. No outbuilding shall exceed the dwelling to which it is appurtenant, in height or number of stories. Variations to the setbacks set forth herein or as set forth in the Master Plan may be granted by written waiver by the Architectural Control Committee and SOACC.

#### CLARIFICATION OF SECTION 3.5.1

At the December 10, 2001 Board Meeting, the SOCOMA Board of Directors, with approval from legal council, approved the following resolution to clarify the requirements for an Outbuilding (Shed).

**Outbuildings:** Prior to the construction of any outbuilding, the owner of the property must submit to the Architectural Control Committee a completed Application for Improvement form along with the following:

1. A site plan at 1/8"=1' scale. The plan must show the "footprint" of the building and the location of the outbuilding on the lot.
2. A detailed description of the design, construction, and roofing materials with color samples.

Rules for the Outbuildings are as follows:

1. All outbuildings shall be constructed on site and have a concrete slab sufficient to support the structure.
2. Placement on the lot shall be no more than 50' from the rear lot line and no nearer than the 3' from the side lot line.
3. The materials used must be new construction and the same as the primary dwellings main or secondary material. That material will be brick, rock, stucco, wood or hardy board. The roof must be pitched and be of the same material used on the primary structure. The colors must be same as the primary dwelling.
4. No outbuilding may exceed 10% of the first floor area of the main dwelling and may not exceed the first floor of the dwelling in height. However, if these dimensions are already mentioned in the covenants, then those dimensions prevail.
5. The Outbuilding shall correspond in style and architecture to the dwelling on which it is appurtenant.

**Section 3.6. Masonry.** The exterior walls of the main residence building constructed on any lot shall be composed of at least 75% masonry or masonry veneer, said percentage to apply to the aggregate area of all exterior walls. Doors, windows and similar openings shall be included as contributing to the minimum masonry requirements. The minimum masonry requirement specified shall apply to only the lower floor for a two-story dwelling. Masonry or masonry veneer shall include stucco, ceramic tile, clay, brick, rock and all other materials commonly referred to as masonry in the San Antonio, Texas area. Notwithstanding the foregoing, the Architectural Review Committee is empowered to waive this restriction if, in its sole discretion, such waiver is advisable in order to accommodate a unique or advanced

building concept, design or material and the resulting structure will not detract from the general appearance of the neighborhood.

**Section 3.7. Roofing.** All roof materials shall be (i) metal, left natural or painted a color approved by the Architectural Control Committee, using standing or battened seams, or (ii) ceramic or concrete tile, or (iii) composition shingle (240 lb. minimum) of a color approved by the Architectural Control Committee. Only one type of roof material may be used on any structure having a common fire wall.

All roof forms and/or materials other than those above, must be approved by the Architectural Control Committee. Gutters and downspouts must be provided on all roof sections which drain water onto an adjacent lot.

**Section 3.8. Windows and Glass.** Windows shall be wood or finished metal framed windows, in a color approved by the Architectural Control Committee. All glass in exterior windows shall be of a color and type approved by the Architectural Control Committee.

**Section 3.9. Insulation.** All ceilings, and exterior walls, except those in garages, shall have no less than the minimum insulation set forth in HUD (FHA) minimum Property Standards, current addition.

**Section 3.10. Siding.** Subject to the limitations imposed by Section 3.6, wood siding may be used. All other siding materials, and all siding colors, must be approved by the Architectural Control Committee.

**Section 3.11. Exterior Lighting.** Exterior light fixtures other than that provided at the front door of each residence must be approved by the Architectural Control Committee.

**Section 3.12. Driveways and Front Yards.** All driveways shall be exposed aggregate finished concrete unless otherwise approved by the Architectural Control Committee. The front

yard area between the lot line adjacent to the "fronting" street and the front of the main structure, shall have no more than ten percent (10%) covered with concrete (excluding driveways) without approval of the Architectural Control Committee.

**Section 3.13. Garage Requirement.** Each living unit shall have an enclosed garage suitable for parking at least two (2) standard size automobiles, which conforms in design and materials with the main structure. Garages may be separate units or attached to the main structure.

**Section 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.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal and this Declaration of Annexation shall be effective the 29th day of August, 1985.

SITTERLE PROPERTIES

BY: Daniel S. Sitterle

Vice President

WILLIAM S. PITMAN PROPERTIES, INC.

BY: William S. Pitman

President

Lienholder:

NATIONAL BANK OF COMMERCE

BY: Lamar R. Spencer

Vice-President

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Daniel S. Sitterle, 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:

5/25/88

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Lamar R. Spencer, Vice President of NATIONAL BANK OF COMMERCE, 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 purpose and consideration therein expressed, as the act and deed of the said NATIONAL BANK OF COMMERCE, and in the capacity therein stated.

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

Patricia Ann Bryant

Notary Public in and for The State of Texas

My Commissions expires:

3/22/89

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared, William S. Pitman, President of WILLIAM S. PITMAN PROPERTIES, INC., 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 WILLIAM S. PITMAN PROPERTIES, INC., and in capacity therein stated.

Sandra M. Castellano

Notary Public in and for The State of Texas

My Commission Expires;

6/18/89