

STATE OF TEXAS
COUNTY OF BEXAR

DECLARATION OF CONSERVATION RESTRICTION

THIS DECLARATION OF CONSERVATION RESTRICTION (this "Declaration") is made this 3rd day of MARCH, 2011, by HIGHLANDS DOMINION, LLC, a Texas limited liability company, and THE PANHANDLE AT BRENTHURST, LLC, a Texas limited liability company (collectively, the "Declarant"), whose principal offices are located in Bexar County, Texas, and THE NATURE CONSERVANCY, a District of Columbia nonprofit corporation (as holder of the conservation restriction, the "MONITOR"), whose local office is located at 200 E. Grayson St., Suite 202, San Antonio, Texas 78215 (Bexar County) for the purposes and considerations hereinafter set forth:

WITNESSETH:

A. Declarant is the owner of approximately 56.68 acres located in Bexar County, State of Texas, and more fully described on Exhibit "A" attached hereto and incorporated by reference (the "Property"), which is intended to be platted to contain 10 residential lots of varying sizes between approximately three and ten acres each (each a "Lot") and infrastructure improvements to service the Lots.

B. The Property possesses habitat for breeding, feeding, sheltering, nesting, and foraging for the Golden-cheeked Warbler. Golden-cheeked Warbler habitat present on the Property includes, without limitation: dry to mesic juniper-oak and oak-juniper slope/canyon forests and dry grassland openings (collectively, the "Conservation Values").

C. Declarant and THE MONITOR desire to conserve the above-described Conservation Values on the Property in perpetuity pursuant to Chapter 183 of the Texas Natural Resources Code, TEX. NAT. RES. CODE ANN. §§ 183.01, et. seq., and pursuant thereto, Declarant has agreed to impose certain restrictions on the use of the Property as described herein which shall run with the land in perpetuity, subject to Sections 18 and 25 below.

D. The Secretary of the Army, through his or her authorized representative for Camp Bullis (the "Army"), is an adjoining landowner to Declarant due to Camp Bullis being adjacent to the Property. The Army has an interest in the enactment and enforcement of this Declaration because of (1) consideration of the transfer of mitigation credits from Declarant to Army, (2) consideration of the Army appending the programmatic biological opinion dated September 22, 2009, under Section 7 of the Endangered Species Act, to cover adverse effects on approximately 105.15 acres of Declarant's property, comprising of 16.07 acres of occupied habitat and 53.31 acres of unoccupied suitable habitat on the Property and adjacent property owned by Declarant (total action/clearing area of 69.38 acres for the project), while preserving 35.78 acres of buffer adjacent to Camp Bullis and an additional 155 acres of Golden-cheeked Warbler habitat and buffer in Bandera County, Texas, (3) the approval of the U.S. Fish & Wildlife Service regarding same, (4) no conservation restrictions on Declarant's 48.47 acres of adjacent property (105.15 - 56.68 = 48.47 acres) referenced hereinabove, (5) no responsibility of the Declarant or the Dominion HOA for monitoring of this Conservation Restriction in perpetuity, and (6) other good and valuable consideration, including the covenants herein. The Army approves The Nature Conservancy serving as THE MONITOR to hold and enforce the terms of this Declaration. Using the above described mitigation method and except for the allowance of adverse effects on up to 5 acres (with 15 credits

withheld) as and to the extent provided in Section 33 of this Declaration, up to 22.87 acres of the Property may be cleared and at least 33.81 acres of the Property must not be cleared.

E. The characteristics of the Property, its current use and state of improvement are described in a report entitled Baseline Documentation Report of Highlands Dominion of even date herewith ("Baseline Report"), mutually agreed upon by the parties, prepared by THE MONITOR for Declarant, and signed and acknowledged by both parties. Declarant worked with THE MONITOR to ensure that the Baseline Report is a complete and accurate description of the Property as of the date of this instrument.

NOW, THEREFORE, for good and valuable consideration, including the covenants herein, Declarant declares that the Property and its Lots shall be held, transferred, sold, conveyed and occupied subject to the restrictions hereinafter set forth (this "Conservation Restriction") and grants this Conservation Restriction to THE MONITOR in perpetuity, subject to Sections 18 and 25 below:

1. Purpose of Conservation Restriction. The purpose of this Conservation Restriction is to protect the Conservation Values by conserving habitat for the Golden-cheeked Warbler, federally listed as an endangered species as of 1991. This Conservation Restriction will be implemented by limiting the development to infrastructure improvements located on the Property including, but not limited to roads, curbs, sidewalks, utilities, dark sky lighting, landscaping, irrigation, guard house, gate, entrance, retaining walls, mailbox, best management practices for water quality, and other relevant improvements to service the Property and Lots to be determined by Declarant (the "Infrastructure Improvements"), limiting the number of Lots in the remainder of the Property (i.e., in addition to the Infrastructure Improvements) to ten (10) and the development of each Lot to no more than two (2) acres per Lot (the "Lot Development Zone"), and leaving the balance of each Lot in its natural state (the "Lot No Development Zone"). As provided herein, THE MONITOR has the right to monitor and enforce this Conservation Restriction. The Lot Owners (defined below) shall not perform any act on or affecting the Property or the Lots that violate this Conservation Restriction.
2. Infrastructure Improvements, Lot Development Zones and Lot No Development Zones.
 - a. Infrastructure Improvements. Infrastructure Improvements will be determined by Declarant, at its sole discretion, provided that, except for the allowance of adverse effects on up to 5 acres (with 15 credits withheld) as and to the extent provided in Section 33 of this Declaration, (i) total land cleared on the Property for the Infrastructure Improvements and Lot Development Zones shall not exceed 22.87 acres, and (ii) total acreage of the Property in the Lot No Development Zones shall be at least 33.81 acres. The current, tentative land plan attached as Exhibit "B" shows that the Infrastructure Improvements will require a clearing of approximately 2.87 acres of the Property, and a designation by Declarant of the area for the Infrastructure Improvements shall be made by a metes and bounds description or survey or plat recorded in the Bexar County property records as provided in Section 2(d) below. If additional area is desired by Declarant for Infrastructure Improvements on the Property, then Declarant may reduce the available Lot Development Zone for any Lot or Lots and use same for Infrastructure Improvements, at Declarant's sole discretion as provided in Section 2(b) below. Variations to the land plan or recorded designation of the area for the Infrastructure Improvements shall be made in accordance with this Section 2(a) and Section 2(d) below. Except for the allowance of adverse effects on up to 5 acres (with 15 credits withheld) as

and to the extent provided in Section 33 of this Declaration, any variations that require any clearing in excess of the permitted 22.87 acres or that would cause the total acreage in the Lot No Development Zones to be less than 33.81 acres will require prior written approval from THE MONITOR, which may be withheld in its sole discretion. There are no restrictions for clearing, development, trenching, building, landscaping, irrigating, installing/repairing utilities, installing/repairing lights, using pesticides or any other activity that the Declarant, in its sole discretion, believes is desired for the subdivision in the area designated for Infrastructure Improvements, except that (i) no clearing or construction for the Infrastructure Improvements may commence on the Property until the designation of the location of the Infrastructure Improvements has been made in accordance with this Section 2(a) and Section 2(d) below, and (ii) clearing of trees/brush for Infrastructure Improvements shall not occur during the Golden-cheeked Warbler breeding season (presently March 1 through August 31, but otherwise as notified by THE MONITOR), unless THE MONITOR's prior written approval is obtained.

b. Lot Development Zone. The Property shall be limited to ten (10) Lots and Infrastructure Improvements provided by Section 2(a) hereinabove. Each Lot will be restricted to up to two (2) contiguous acres of cleared land within the Lot boundary, to be known as the Lot Development Zone for the respective Lot, for any purpose whatsoever in conformity with the Subdivision Restrictions (defined below) and this Conservation Restriction, including, but not limited to, driveways, homes, structures, landscaping, pool, patios, casitas, etc. The Declarant may, however, place additional restrictions on a particular Lot that reduce this maximum acreage available for the Lot Development Zone if additional cleared land for Infrastructure Improvements on the Property is desired by Declarant in accordance with Section 2(a) above. The respective owner of the Lot ("Lot Owner") will retain the right to designate the location of the Lot Development Zone at its sole discretion, which designation shall be made by a metes and bounds description or survey recorded in the Bexar County property records. This designation must be made and recorded before any clearing or construction commences on the respective Lot and can only be altered or amended without THE MONITOR's prior written consent provided (i) the Lot Owner does not exceed the two acre maximum contiguous clearing restriction per Lot (or any lesser acreage maximum determined by Declarant for the Lot Development Zone of a particular Lot as provided above) and (ii) the amended designation is otherwise made in accordance with the above provisions and Section 2(d) below. Except as is otherwise expressly permitted by this Declaration, no land clearing will be permitted on the Lot outside of the Lot Development Zone without obtaining appropriate permits and the prior written consent of THE MONITOR, which consent may be withheld in its sole discretion.

c. Lot No Development Zone. The land on each Lot outside the Lot Development Zone will be left in its natural state and shall be known as the Lot No Development Zone. Total acreage of the Property in the Lot No Development Zones shall be at least 33.81 acres. No clearing, trimming or other tree removal will be allowed in the Lot No Development Zone except as expressly permitted herein. Notwithstanding any other provision of this Conservation Restriction except Section 10 below, each Lot Owner will have the right to put a fence between the Lot Development Zone and the Lot No Development Zone and/or around the Lot boundary in accordance with any other restrictive covenants of the Property applicable at the time, including without limitation, that certain Declaration of Covenants, Conditions, Easements and Restrictions for The

Dominion Planned Unit Development dated October 18, 1983, and recorded in Vol. 2956, Pg. 61, Official Public Records of Bexar County, Texas, as amended (the "Subdivision Restrictions"). Notwithstanding any other provisions of this Conservation Restriction, drainage originating from Lot Development Zone or Infrastructure Improvements flowing onto a Lot No Development Zone during or after construction shall not be a violation of this Conservation Restriction provided that the Lot Development Zone and Infrastructure Improvements have been developed and implemented in accordance with then existing best management practices (BMPs) for stormwater management, runoff, and erosion control that do not require clearing or habitat manipulation on any Lot No Development Zone, except for the allowance of adverse effects on up to 5 acres (with 15 credits withheld) as and to the extent provided in Section 33 of this Declaration. Any drainage easements as required during the platting process may be placed by Declarant within the Lot No Development Zone without the MONITOR's prior written consent only if (i) they are required under applicable law for plat approval, satisfy requirements of city, state or federal agencies, including U.S. Fish & Wildlife Service, with oversight of platting and development for the Property, and otherwise subject to this Conservation Restriction, (ii) are sited on a Lot No Development Zone to the minimal extent necessary for meeting such platting and development requirements, and (iii) contain or are subject to the restriction that no clearing or habitat manipulation may occur under the drainage easement, except for the allowance of adverse effects on up to 5 acres (with 15 credits withheld) as and to the extent provided in Section 33 of this Declaration, without the MONITOR's prior written consent, which consent may be withheld at its sole discretion. If any clearing or habitat manipulation is required in or to be conducted under the drainage easement, except for the allowance of adverse effects on up to 5 acres (with 15 credits withheld) as and to the extent provided in Section 33 of this Declaration, such clearing or habitat manipulation may only be done with the prior written consent of THE MONITOR, which consent may be withheld at its sole discretion.

d. Designation. Designation of the location of the Infrastructure Improvements and Lot Development Zone within each Lot will be made by the Declarant and Lot Owner, respectively, at its sole discretion. Said designation shall describe the area for the Infrastructure Improvements by metes and bounds description or survey or plat and the Lot Development Zones by metes and bounds description or survey. The designations describing the area for the Infrastructure Improvements and Lot Development Zones shall be recorded in the Bexar County property records and a copy of the recorded instrument shall be sent to THE MONITOR by the Declarant or Lot Owner, respectively, within thirty (30) days after recording to ensure THE MONITOR is aware of each designation. The Lot Owner may choose not to designate the full 2 acres described herein (or lesser acreage maximum determined by Declarant for the Lot Development Zone of a particular Lot as provided in Section 2(b) above); in such case, the Lot Owner may designate the remaining acreage to be included in the Lot Development Zone in the future, but until such time shall abide by the Lot No Development Zone restrictions for the undesignated area. In the event the Lot No Development Zone is not adjacent to the street frontage, the Lot Owner must then designate reasonable access to the Lot No Development Zone from the street frontage, at least five (5) feet in width, in the notice to THE MONITOR designating the Lot Development Zone – if not designated, THE MONITOR shall utilize such access routes as reasonably practical for purposes of monitoring and enforcing this Conservation Restriction.

- e. Interaction with Subdivision Restrictions. The Subdivision Restrictions place additional limitations on the use of the Property and Lots; however, this Conservation Restriction shall control in the event and to the extent of any conflict or inconsistency between the Subdivision Restrictions and this Conservation Restriction. To the extent consistent with the provisions of this Conservation Restriction, Lot Owner and Lot shall have the same definition as provided by the Subdivision Restrictions. Any variances available under the Subdivision Restrictions that would result in a violation of this Conservation Restriction will require prior written approval of THE MONITOR, which approval may be withheld in its sole discretion.
3. Construction. Construction will only be allowed in the Lot Development Zones and for Infrastructure Improvement. No construction will be allowed in the Lot No Development Zones except as expressly permitted herein, including, but not limited to, fences discussed in Section 2(c). *De minimis* improvements or structures that do not negatively impact the Conservation Values may be placed in Lot No Development Zones with the prior written approval from THE MONITOR.
4. Improvements. Improvements on the Property will be further limited by the Subdivision Restrictions.
5. Maintenance, Repairs & Replacements. This agreement is in no way intended to limit, and it is agreed and specifically stated that it in no way limits, the rights or responsibilities of any Lot Owner within a Lot Development Zone unless discussed explicitly herein. By way of example, and not of limitation, the Lot Owners shall have the right to maintain, remodel, remove, replace and repair existing structures and improvements in the Lot Development Zones and in the event of their destruction, to reconstruct any such existing improvements with another of similar function provided it does not require clearing of land or vegetation in the Lot No Development Zones. THE MONITOR shall have no obligation or responsibility for (i) taxes or assessments levied against the Property or any Lots, or (ii) the upkeep or maintenance of the Property or any Lots.
6. Biocides. The use of pesticides or biocides including but not limited to insecticides, fungicides, rodenticides, herbicides, and fertilizers in the Lot No Development Zone is prohibited without prior written permission from THE MONITOR.
7. Dumping. There shall be no storage or dumping of trash, garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, nor any placement of underground storage tanks in, on, or under the Lot No Development Zone.
8. Predator Control. Declarant and Lot Owner shall have the right to control, destroy, or trap predatory and problem animals that pose a material threat to pets, humans, or to Golden-cheeked Warblers by means and methods approved by THE MONITOR. The method employed shall be selective and specific to individuals, rather than broadcast, nonselective techniques for the Lot No Development Zone. Such right is otherwise limited only by applicable law, regulation, restriction, or ordinance. Within the Lot Development Zones and Infrastructure Improvements, Declarant and the Lot Owner

retain the right to employ all lawful methods of animal control, without approval of THE MONITOR.

9. Commercial Development. Any commercial or industrial development on a Lot is prohibited. No easement or license shall be granted by Lot Owner to a third-party across or upon the Lot No Development Zones if said grant is used in conjunction with or would result in prohibited activities under this Conservation Restriction.
10. Golden-cheeked Warbler Habitat Protection. Notwithstanding anything herein to the contrary, (i) removal, cutting, or harvest of ashe junipers (commonly called "cedar") or oaks greater than or equal to eight inches (8") in diameter at breast height is prohibited in the Lot No Development Zones, and (ii) brush or vegetation in the Lot No Development Zones shall not be removed or cut during the Golden-cheeked Warbler breeding season (presently March 1 through August 31, but otherwise as notified by THE MONITOR), unless THE MONITOR's prior written approval is obtained.
11. Habitat Restoration and Enhancement. With the prior written approval of THE MONITOR, the Lot Owner shall be permitted to restore, protect, rehabilitate, and enhance native plant and wildlife habitat in the Lot No Development Zone, consistent with approved wildlife management and soil conservation practices and all applicable laws and regulations governing such practices.
12. THE MONITOR's Right of Entry. THE MONITOR's staff has the right to enter the Lot No Development Zone no more than once a year on June 1st (or at another reasonable time with a minimum of fifteen (15) days written notice to the respective Lot Owner), for the purposes of ensuring that this Conservation Restriction is not being violated. This right of entry shall be performed in a manner as will not interfere with the quiet enjoyment of the Lot by Lot Owner. THE MONITOR's right of entry will be limited to the Lot No Development Zone by and through the designated access to the Lot No Development Zone from the street frontage as set forth in Section 2(d) above.

THE MONITOR'S Right to Entry for Suspected Violation: Notwithstanding the foregoing provision of this Section 12, if THE MONITOR has reasonable belief that a suspected violation has occurred or is threatened to occur, THE MONITOR will have the right to enter the Lot No Development Zone of a Lot at reasonable times with advance notice to the respective Lot Owner, except where immediate entry is necessary to prevent, terminate, or mitigate a violation of this Conservation Restriction or damage to the Conservation Values. THE MONITOR must otherwise comply with the terms of entry specified herein. This visit will not count towards the annual visit discussed in the paragraph above.
13. Consultation for Management of Exotics and Invasive Species. THE MONITOR is not obligated to, but may, at its sole discretion in response to Lot Owner's request, consult with Lot Owner on how to control, manage, or destroy exotic, non-native species or invasive species of plants and animals that threaten the conservation effort on the Lot.
14. Violation. Violations of the Conservation Restriction will be evaluated by THE MONITOR, and THE MONITOR shall give written notice to the respective Lot Owner

before exercising any available remedies except for emergency enforcement in accordance with Section 22 below.

15. Corrective Action. Upon the receipt of a notice of violation of this Conservation Restriction by Lot Owner, Lot Owner shall promptly commence, and thereafter diligently pursue to completion, corrective action sufficient to cure the violation (if there is a violation) and, where the violation involves injury to the Lot No Development Zone, to restore the portion of the Lot No Development Zone so injured.
16. Default. Lot Owner shall be in default of this Conservation Restriction if it fails to so cure the violation within ninety (90) days after the notice of violation is given to the Lot Owner; provided that, if more than ninety (90) days is reasonably required for the corrective action, then, if Lot Owner promptly begins the corrective action within such ninety (90) day period, no default shall exist as to the violation for so long thereafter as Lot Owner is diligently pursuing such cure to completion.
17. Enforcement by, and Replacement of, THE MONITOR. (a) Declarant hereby agrees that the Army has standing and authority to enforce this Declaration by reason of the following: (1) the Army owns land contiguous to the Property and (2) this Declaration is in part a result of the modification of the Army's Section 7 permit to include the Property within that permit and to protect the Army's interest therein. The initial MONITOR herein is The Nature Conservancy.

(b) Should THE MONITOR fail to adequately enforce any term of this Restriction as reasonably determined by the Army and after having given the MONITOR and Lot Owner(s) and The Dominion HOA notice thereof and a reasonable opportunity to cure the matter, then the Army, is granted the right to replace THE MONITOR in compliance with Section 19 of this Conservation Restriction.
18. Termination of Restrictions. If it is determined that conditions on or surrounding the Property or a Lot have changed so much that it is impossible or impracticable to fulfill the restrictions or if the Golden Cheeked Warbler is removed from the federally listed endangered species list, a court with jurisdiction may, at the request of and with notice to, the respective Lot Owner, THE MONITOR, and the Army, terminate this Conservation Restriction in whole or part.
19. Assignment. THE MONITOR reserves the right to assign its rights and responsibilities to another entity provided said entity is approved by the Army in advance and the assignee accepts all responsibilities, restrictions, and liabilities of THE MONITOR and has the expertise and experience to perform its duties under this instrument.
20. Notices. Any notice required to be given hereunder shall be given in writing and either (i) sent by United States registered or certified mail, with postage prepaid, return receipt requested, (ii) sent by Federal Express or another nationally recognized overnight courier, (iii) hand delivered, or (iv) sent by facsimile transmission with a hard copy sent on the same day by United States regular mail. All notices shall be deemed to have been given 48 hours following deposit in the United States Postal Service, or upon delivery if sent by overnight courier service, facsimile, courier or hand delivery. All notices shall be

addressed as provided below, or at such other address as may hereafter be substituted by notice in writing thereof:

DECLARANT:
Highlands Dominion, LLC
Attention: Rajeev Puri
24165 IH 10 W
Suite 217-641
San Antonio, TX 78257
Phone: (210) 698-3004
Fax (210) 698-3014

With a copy to:

Dominion Homeowners Association
Attn: Fred Gonzalez, General Manager
20 Dominion Drive
San Antonio, Texas 78257
Phone: (210) 698-1232
Fax: (210) 698-1466

The Panhandle at Brenthurst, LLC
Attention: Rajeev Puri
24165 IH 10 W
Suite 217-641
San Antonio, TX 78257
Phone: (210) 698-3004
Fax (210) 698-3014

MONITOR:

The Nature Conservancy
Attention: Legal
200 E. Grayson St., Suite 202,
San Antonio, Texas 78215
Phone (210) 224-8774
Fax (210) 228-9805

ARMY:

Matthew (Lucas) Cooksey
Wildlife Biologist, Environmental Div, 502 ABW
502d CES/CEAN
HQ Camp Bullis Training Site ATTN: Lucas Cooksey (Environmental)
RR 2, Bldg 5000
San Antonio, TX 78256.68
210-295-7889
matthew.lucas.cooksey@us.army.mil

James V. Cannizzo
Administrative and Civil Law Advisor
US Army, Camp Stanley (Army Material Command, AMC) and Retained Army
Functions at Fort Sam Houston and Camp Bullis
Camp Stanley Storage Area, Environmental Department, 25800 Ralph Fair Road,
Boerne TX 78015-4877
(210) 295-7082 at Camp Stanley
james.cannizzo@us.army.mil

The addresses of the Lot Owners shall be as set forth in the deed of conveyance of a Lot to the Lot Owner, a copy of which is to be provided to THE MONITOR as set forth in Section 24 below. If no copy is provided, THE MONITOR may rely on the tax appraisal district records.

21. Costs of Enforcement. In any action, suit or other proceeding undertaken to enforce any right or obligation under this Conservation Restriction, the prevailing party shall be entitled to recover from the non-prevailing party the actual costs and expenses of such proceeding, including (but not limited to) court costs and reasonable and necessary attorneys' fees and expenses incurred by the prevailing party (whether incurred at the trial, appellate, or administrative level), in such amount as the finder of fact or administrative body may judge reasonable, all of which may be incorporated into and be a part of any judgment or decision rendered in such action, suit or other proceeding.
22. Emergency Enforcement. The foregoing provisions notwithstanding, if THE MONITOR reasonably determines that circumstances require immediate action to prevent, terminate, or mitigate significant damage to or the destruction of any of the Conservation Values, or to prevent, terminate, or mitigate a significant violation of a material term of this Conservation Restriction, THE MONITOR will give a notice of violation to the extent reasonably practicable under the circumstances and may then pursue its remedies under this Conservation Restriction without waiting for the period to cure the violation which is provided for above if reasonably warranted under the circumstances described in this Section.
23. Discretion. The failure of THE MONITOR to discover a violation or to take action under this Conservation Restriction with respect to a violation shall not bar it from doing so at a later time, and shall not be deemed or construed to be a waiver of THE MONITOR'S rights in the event of any subsequent occurrence of that or any other violation.
24. Transfer of Lot. Any time the Property, Lot, or any interest therein, is transferred by Declarant or Lot Owner to any third party, this Conservation Restriction shall be expressly referenced in the document of conveyance. This Conservation Restriction runs with the Property in perpetuity and remains enforceable against future transferees subject to Sections 18 and 25 of this Conservation Restriction.
25. Amendment of Restriction. Except as otherwise provided for herein, this Conservation Restriction may be amended only with the prior written consent of the respective Lot Owner, the MONITOR, and the Army and in accordance with any applicable laws.

26. Interpretation. This Conservation Restriction shall be interpreted under the laws of the State of Texas.
27. Compliance with Applicable Laws. Declarant and Lot Owner shall comply with all statutes, laws, ordinances, rules, regulations, codes, orders, guidelines, or other restrictions, or requirements applicable to the Lot. Nothing herein shall be construed to allow Declarant or any Lot Owner to engage in any activity which is restricted or prohibited by law, restrictions or other requirements applicable to the Property or Lots.
28. Severability. If any provision of this Conservation Restriction is found to be invalid, the remaining provisions shall not be altered thereby.
29. Parties. Every provision of this Conservation Restriction that applies to Declarant, Lot Owner or THE MONITOR shall also apply to their respective heirs, executors, administrators, assigns, and all other successors as their interest may appear. For clarification purposes, Declarant shall be considered a Lot Owner with respect to any Lots owned by Declarant.
30. Re-Recording. In order to ensure the perpetual enforceability of the Conservation Restriction, THE MONITOR is authorized to re-record this instrument.
31. Consent. In this Declaration, wherever consent (written or verbal) of Army or THE MONITOR is required, said consent shall not be unreasonably delayed or withheld unless expressly provided otherwise.
32. Subsequent Liens on Lot. No provisions of this Conservation Restriction should be construed as impairing the ability of Declarant or the Lot Owners to use the Lots as collateral for subsequent borrowing.
33. Platting of Property. Notwithstanding any other provision of this Declaration, the Declarant shall have the right to file one or more subdivision plat(s) upon the Property and to amend, replat, or vacate plats upon the Property without the consent of the Army and/or THE MONITOR, provided that any subsequently filed plats are consistent with and subject to this Declaration. If requested by Declarant in writing, Army and THE MONITOR agree to reasonably cooperate in the platting process to the extent consistent with this Declaration, for example, by signing documents that are required by the City of San Antonio or any other entity whose permission is required to plat and/or develop the Property and otherwise in compliance with this Conservation Restriction. With respect to platting and regulatory approvals thereof that are completed and obtained before January 15, 2012, if adverse effects on up to 5 acres (equivalent to 15 mitigation credits at the ratio of 3:1) containing endangered species habitat result or arise from drainage or other improvements required by such platting/development and cannot be reasonably avoided through planning and design efforts, then Declarant may proceed with such drainage or improvements without violation of this Conservation Restriction only in the event that (i) fifteen (15) Golden-cheeked Warbler mitigation credits involving the Property are withheld by U.S. Fish & Wildlife Service, and (ii) the adverse effects do not exceed the 5 acres limitation described above. After all the plats and regulatory approvals are completed or on January 15, 2012, whichever come first, the Army and Declarant will update U.S. Fish & Wildlife Service and THE MONITOR on the outcome and request

release by U.S. Fish & Wildlife Service of any of the withheld 15 mitigation credits to the Army. It is expressly understood that THE MONITOR does not have any control over the mitigation credits, including without limitation, their availability, withholding or release, and that U.S. Fish & Wildlife Service has the sole discretion to release any of the withheld credits to the Army (or establish other requirements) for dealing with the adverse affects on habitat described above.

34. Acceptance & Effective Date. As attested by the signature of its authorized representative, THE MONITOR hereby accepts without reservation the rights and responsibilities conveyed by this Conservation Restriction. This Conservation Restriction is to be effective the date recorded in the Bexar County Real Property Records.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, Declarant, intending to legally bind itself, have executed this Conservation Restriction as of the date first written above. This Conservation Restriction may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

DECLARANT:

HIGHLANDS DOMINION, LLC

By: *Rajeev Puri*

Name: RAJEEV PURI

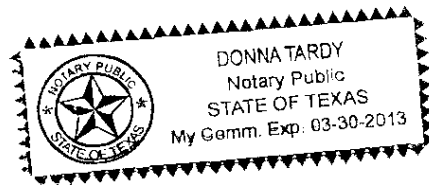
Title: MANAGER

STATE OF TEXAS §
 §
COUNTY OF Brewer §

This instrument was acknowledged before me on the 3rd day of March, 2011, by Rajeev Puri, manager of HIGHLANDS DOMINION, LLC, in said capacity on behalf of said entity.

Donna Tardy
Notary Public, State of Texas

[SEAL]



DECLARANT:

THE PANHANDLE AT BRENTHURST, LLC

By: *Rajeev Puri*

Name: RAJEEV PURI

Title: MANAGER

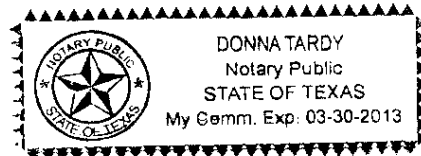
STATE OF TEXAS §

COUNTY OF Texas §

This instrument was acknowledged before me on the 2nd day of March, 2011, by Rajeev Puri, Manager of THE PANHANDLE AT BRENTHURST, LLC, in said capacity on behalf of said entity.

Donna Tardy
Notary Public, State of Texas

[SEAL]



MONITOR:

THE NATURE CONSERVANCY

By: [Signature]

Name: LAURA HUFFMAN

Title: Texas State Director

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 2nd day of March, 2011, by Laurel Huffman, Tx State Dir of THE NATURE CONSERVANCY, in said capacity on behalf of said entity.



[Signature]
Notary Public, State of Texas

[SEAL]

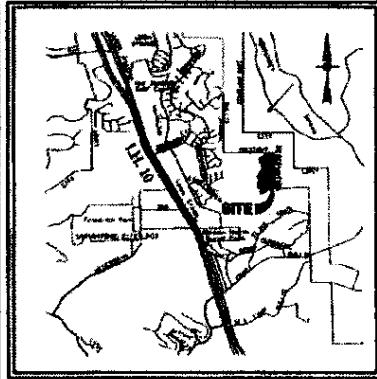
EXHIBITS:

Exhibit A Property Description
Exhibit B Land Plan

AFTER RECORDING, RETURN TO:

The Nature Conservancy
Attn: Legal Dept.
200 E. Grayson, Suite 202
San Antonio, Texas 78215

EXHIBIT A



LOCATION MAP
N.T.S.

DEED/PLAT REFERENCE

D.R. DEED RECORDS OF BEXAR COUNTY, TEXAS
 D.P.R. DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 O.P.R. OFFICIAL PUBLIC RECORDS (OFFICIAL PUBLIC RECORDS OF REAL PROPERTY) OF BEXAR COUNTY, TEXAS



(IN FEET)
 1 inch = 400 ft.

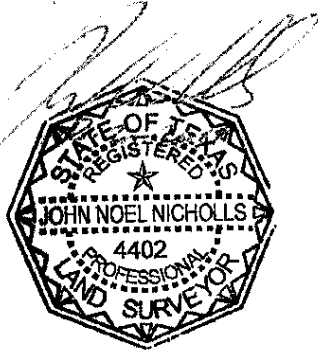
NOTES:

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

JOHN H. GIBSON SURVEY 5
ABSTRACT 301
CB 4756

CAMP BULLIS
 MILITARY RESERVATION

P.O.B.
 FD 1/2" IRON ROD (PD CAP)

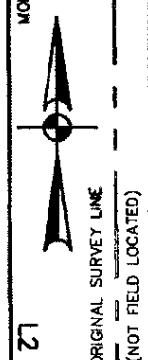
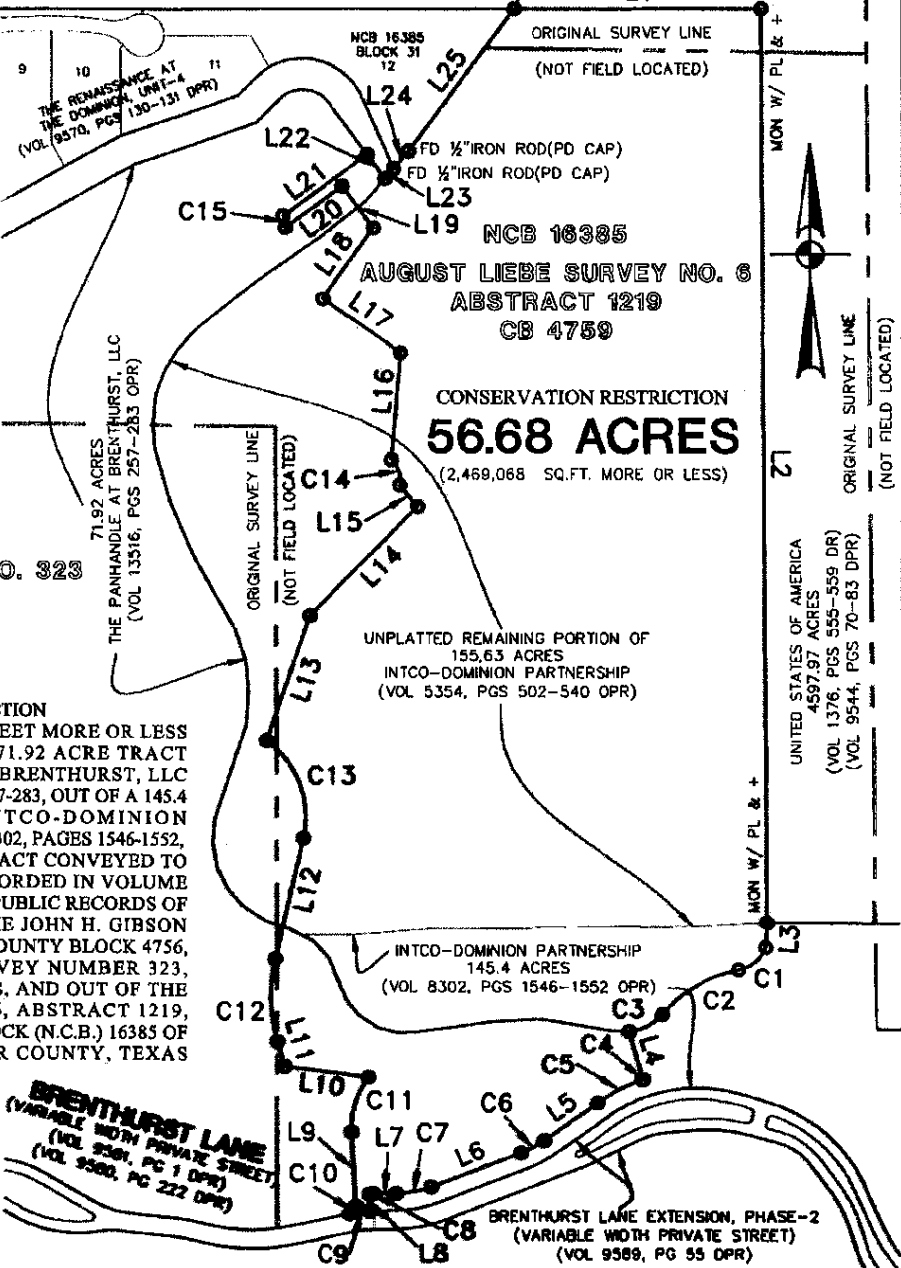


ANTON GUGGER SURVEY NO. 323
ABSTRACT 284
CB 4758

EXHIBIT

OF

CONSERVATION RESTRICTION
 A 56.68 ACRES OR 2,469,068 SQUARE FEET MORE OR LESS TRACT OF LAND, BEING OUT OF A 71.92 ACRE TRACT CONVEYED TO THE PANHANDLE AT BRENTHURST, LLC RECORDED IN VOLUME 13516, PAGES 257-283, OUT OF A 145.4 ACRE TRACT CONVEYED TO INTO-DOMINION PARTNERSHIP RECORDED IN VOLUME 8302, PAGES 1546-1552, AND BEING OUT OF A 155.63 ACRE TRACT CONVEYED TO INTO-DOMINION PARTNERSHIP RECORDED IN VOLUME 5354, PAGES 502-540 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, OUT OF THE JOHN H. GIBSON SURVEY NUMBER 5, ABSTRACT 301, COUNTY BLOCK 4756, OUT OF THE ANTON GUGGER SURVEY NUMBER 323, ABSTRACT 284, COUNTY BLOCK 4758, AND OUT OF THE AUGUST LIEBE SURVEY NUMBER 6, ABSTRACT 1219, COUNTY BLOCK 4759, IN NEW CITY BLOCK (N.C.B.) 16385 OF THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS



UNITED STATES OF AMERICA
 4597.97 ACRES
 (VOL. 1376, PGS 555-559 DR)
 (VOL. 9544, PGS 70-83 DPR)



333 EAST RAMSEY | SAN ANTONIO TEXAS 78216 | PHONE: 210.375.9000
 FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
 TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100882-00
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REVISED FEBRUARY 1, 2011
 JANUARY 21, 2011 PAGE 1 OF 2

JOB No.: 9101-08

Date: Feb 02, 2011, 8:41am User: dx lnance File: H:\Survey\9101-08\RELEASE-MAP\EXHIBIT.dwg

CURVE TABLE					
CURVE	RADIUS	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE	CURVE LENGTH
C1	82.35	59°32'37"	S 50°40'21" W	81.78'	85.58'
C2	303.09	39°29'34"	S 59°33'13" W	204.80'	208.91'
C3	111.83	45°44'18"	S 62°40'35" W	86.92'	89.28'
C4	404.00	0°14'52"	S 71°28'04" W	1.75'	1.75'
C5	404.00	16°41'14"	S 63°00'01" W	117.25'	117.66'
C6	258.00	13°50'19"	S 61°34'33" W	62.16'	62.31'
C7	238.00	20°03'46"	S 78°31'35" W	82.91'	83.34'
C8	362.00	1°12'06"	S 87°57'25" W	7.59'	7.59'
C9	322.00	8°39'45"	S 83°03'11" W	48.64'	48.68'
C10	17.00	81°35'31"	N 37°55'33" E	22.21'	24.21'
C11	197.00	39°37'24"	N 16°56'29" E	133.54'	136.24'
C12	383.00	29°28'46"	N 01°30'44" W	194.89'	197.06'
C13	217.00	67°31'26"	N 20°32'04" W	241.19'	255.74'
C14	55.00	67°50'18"	N 18°45'52" W	61.38'	65.12'
C15	55.00	29°10'12"	N 10°46'44" W	27.70'	28.00'

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 89°53'32" E	574.12'
L2	S 00°13'17" E	2130.19'
L3	S 04°23'58" W	58.80'
L4	S 16°09'14" E	116.86'
L5	S 54°39'24" W	152.67'
L6	S 68°29'43" W	222.74'
L7	S 88°33'28" W	53.11'
L8	S 02°52'13" E	40.00'
L9	N 02°52'13" W	176.17'
L10	N 82°29'47" W	195.37'
L11	N 16°15'07" W	60.25'
L12	N 13°13'39" E	288.48'
L13	N 19°11'00" E	309.71'
L14	N 44°43'01" E	356.12'
L15	N 39°19'56" W	65.32'
L16	N 05°15'59" E	249.09'
L17	N 54°47'27" W	220.00'
L18	N 35°12'33" E	203.54'
L19	N 36°17'09" W	121.56'
L20	S 53°42'51" W	163.66'
L21	N 53°42'51" E	241.73'
L22	S 36°18'59" E	69.43'
L23	N 40°35'41" E	31.15'
L24	N 40°48'10" E	53.52'
L25	N 36°21'52" E	411.83'



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TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 100889-00

REVISED FEBRUARY 1, 2011
JANUARY 21, 2011 PAGE 1 OF 2

JOB No.: 9101-08



LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

FIELD NOTES
FOR
CONSERVATION RESTRICTION

A 56.68 acres or 2,469,068 square feet more or less tract of land, being out of a 71.92 acre tract conveyed to The Panhandle at Brenthurst, LLC recorded in Volume 13516, Pages 257-283, out of a 145.4 acre tract conveyed to Intco-Dominion Partnership recorded in Volume 8302, Pages 1546-1552, and being out of a 155.63 acre tract conveyed to Intco-Dominion Partnership recorded in Volume 5354, Pages 502-540 of the Official Public Records of Bexar County, Texas, out of the John H. Gibson Survey Number 5, Abstract 301, County Block 4756, out of the Anton Gugger Survey Number 323, Abstract 284, County Block 4758, and out of the August Liebe Survey Number 6, Abstract 1219, County Block 4759, in New City Block (N.C.B.) 16385 of the City of San Antonio, Bexar County, Texas. Said 56.68 acres tract being more fully described as follows, with bearings based on the North American Datum of 1983 (CORS 1996), from State Plane Coordinates established for the Texas South Central Zone, line of directional control is the north line of said 155.63 acre tract:

- BEGINNING:** At a found ½" iron rod with yellow cap marked "Pape-Dawson", for the northeast corner of Lot 12, Block 31, of The Renaissance at the Dominion, Unit-4, recorded in Volume 9570, Pages 130-131 of the Deed and Plat Records of Bexar County, Texas, and a south line of a 4597.97 acre tract recorded in Volume 1376, Pages 555-559 of the Deed Records of Bexar County, Texas and Volume 9544, Pages 70-83 of the Deed and Plat Records of Bexar County, Texas;
- THENCE:** N 89°53'32" E, along and with the south line of said 4597.97 acre tract, a distance of 574.12 feet to a found Corps of Engineers Concrete Monument and Brass plate with "+" mark and being an interior corner of said 4597.97 acre tract;
- THENCE:** S 00°13'17" E, along and with a west line of said 4597.97 acre tract, a distance of 2130.19 feet to a found Corps of Engineers Concrete Monument and brass plate with "+" mark, a southwest corner of said 4597.97 acre tract, the north line of said 145.4 acre tract;
- THENCE:** Departing the south line of said 4597.97 acre tract, the north line of said 145.4 acre tract, continuing over and across said 145.4 acre tract, the following calls and distances:
- S 04°23'58" W, a distance of 58.80 feet to a point;
- Southwesterly, along a non-tangent curve to the right, said curve having a radial bearing of N 69°05'58" W , a radius of 82.35 feet, a central angle of

59°32'37", a chord bearing and distance of S 50°40'21" W , 81.78 feet, an arc length of 85.58 feet to a point;

Southwesterly, along a non-tangent curve to the left, said curve having a radial bearing of S 10°42'00" E , a radius of 303.09 feet, a central angle of 39°29'34", a chord bearing and distance of S 59°33'13" W , 204.80 feet, an arc length of 208.91 feet to a point;

Southwesterly, along a reverse curve to the right,, said curve having a radius of 111.83 feet, a central angle of 45°44'18", a chord bearing and distance of S 62°40'35" W, 86.92 feet, for an arc length of 89.28 feet to a point, a east corner of said 71.92 acre tract;

S 16°09'14" E, along and with the east line of said 71.92 acre tract, a distance of 116.86 feet to a point;

Southwesterly, along a non-tangent curve to the left, said curve having a radial bearing of S 18°24'30" E, a radius of 404.00 feet, a central angle of 00°14'52", a chord bearing and distance of S 71°28'04" W, 1.75 feet, for an arc length of 1.75 feet to a point;

Southwesterly, along a compound curve to the left, said curve having a radius of 404.00 feet, a central angle of 16°41'14", a chord bearing and distance of S 63°00'01" W, 117.25 feet, for an arc length of 117.66 feet to a point;

S 54°39'24" W, a distance of 152.67 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 258.00 feet, a central angle of 13°50'19", a chord bearing and distance of S 61°34'33" W, 62.16 feet, for an arc length of 62.31 feet to a point;

S 68°29'43" W, a distance of 222.74 feet to a point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 238.00 feet, a central angle of 20°03'46", a chord bearing and distance of S 78°31'35" W, 82.91 feet, for an arc length of 83.34 feet to a point;

S 88°33'28" W, a distance of 53.11 feet to a point;

Southwesterly, along a tangent curve to the left, said curve having a radius of 362.00 feet, a central angle of 01°12'06", a chord bearing and distance of S 87°57'25" W, 7.59 feet, for an arc length of 7.59 feet to a point;

S 02°52'13" E, a distance of 40.00 feet to a point, the north line of Brenthurst Lane Extension, Phase-1, a variable width private street, recorded in Volume 9580, Page 222 of the Deed and Plat Records of Bexar County, Texas;

THENCE: Southwesterly, along and with the north line of said Brenthurst Lane, along a non-tangent curve to the left, said curve having a radial bearing of S 02°36'56" E, a radius of 322.00 feet, a central angle of 08°39'45", a chord bearing and distance of S 83°03'11" W, 48.64 feet, for an arc length of 48.68 feet to a point;

THENCE: Departing the north line of said Brenthurst Lane, over and across said 71.92 acre tract and said 155.63 acre tract, the following calls and distances:

Northeasterly, along a compound curve to the left, said curve having a radius of 17.00 feet, a central angle of 81°35'31", a chord bearing and distance of N 37°55'33" E, 22.21 feet, for an arc length of 24.21 feet to a point;

N 02°52'13" W, a distance of 176.17 feet to a point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 197.00 feet, a central angle of 39°37'24", a chord bearing and distance of N 16°56'29" E, 133.54 feet, for an arc length of 136.24 feet to a point;

N 82°29'47" W, a distance of 195.37 feet to a point;

N 16°15'07" W, a distance of 60.25 feet to a point;

Northwesterly, along a tangent curve to the right, said curve having a radius of 383.00 feet, a central angle of 29°28'46", a chord bearing and distance of N 01°30'44" W, 194.89 feet, for an arc length of 197.06 feet to a point;

N 13°13'39" E, a distance of 288.48 feet to a point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 217.00 feet, a central angle of 67°31'26", a chord bearing and distance of N 20°32'04" W, 241.19 feet, for an arc length of 255.74 feet to a point;

N 19°11'00" E, a distance of 309.71 feet to a point;

N 44°43'01" E, a distance of 356.12 feet to a point;

N 39°19'56" W, a distance of 65.32 feet to a point;

Northwesterly, along a non-tangent curve to the left, said curve having a radial bearing of N 74°50'42" W, a radius of 55.00 feet, a central angle of 67°50'18", a chord bearing and distance of N 18°45'52" W, 61.38 feet, for an arc length of 65.12 feet to a point;

N 05°15'59" E, a distance of 249.09 feet to a point;

N 54°47'27" W, a distance of 220.00 feet to a point;

N 35°12'33" E, a distance of 203.54 feet to a point;

N 36°17'09" W, a distance of 121.56 feet to a point;

S 53°42'51" W, a distance of 163.66 feet to a point;

Northwesterly, along a non-tangent curve to the left, said curve having a radial bearing of N 86°11'38" W, a radius of 55.00 feet, a central angle of 29°10'12", a chord bearing and distance of N 10°46'44" W, 27.70 feet, for an arc length of 28.00 feet to a point;

N 53°42'51" E, a distance of 241.73 feet to a point;

S 36°18'59" E, a distance of 69.43 feet to a point;

N 40°35'41" E, a distance of 31.15 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson";

N 40°48'10" E, a distance of 53.52 feet to a found ½" iron rod with yellow cap marked "Pape-Dawson", the southeast corner of said Lot 12;

N 36°21'52" E, along and with the east line of said Lot 12, a distance of 411.83 feet to the POINT OF BEGINNING, and containing 56.68 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey map prepared by Pape-Dawson Engineers, Inc..

"This document was prepared under 22TAC663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: January 21, 2011
REVISED: February 1, 2011
JOB NO. 9101-08
DOC. ID. N:\Survey08\8-9200\9101-08\WORD\FN-56.68 ACRES.doc
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00

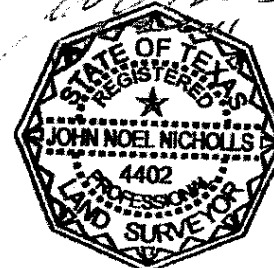
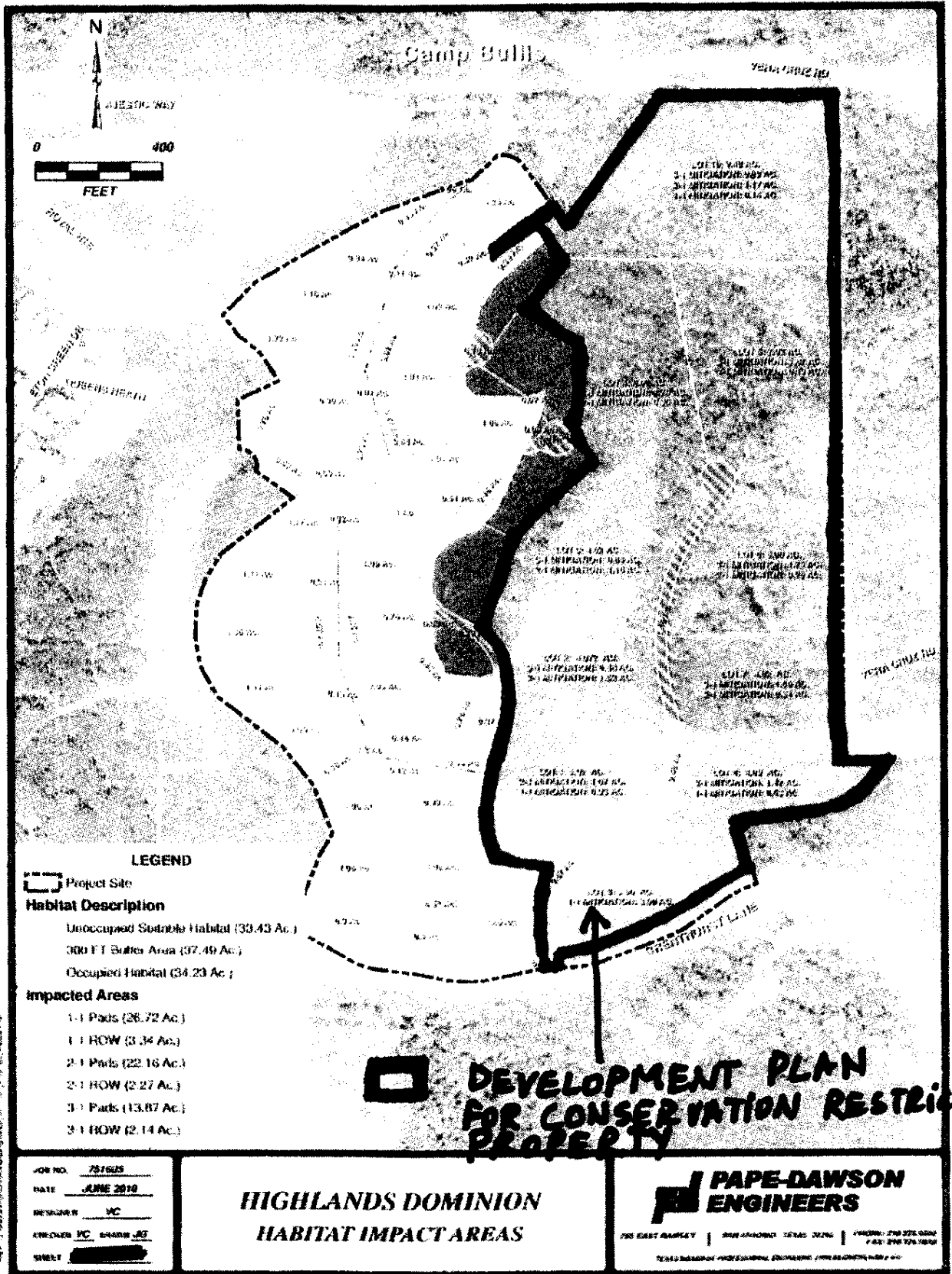


EXHIBIT B



Doc# 20110038921
Pages 22
03/04/2011 14:32:39 PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

Fees 96.00

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.
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COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard Rickhoff