

SHARED ACCESS AGREEMENT

This agreement is by and between Coppertree Condominiums Owners' Association, Inc. (hereinafter called "Coppertree"), a Texas non-profit corporation, and Schinker Companies-Builders, Inc. (hereinafter called "Schinker"), a Texas for-profit corporation. This agreement is effective as of the last date of the signatures below.

I. PURPOSE AND DEFINITIONS

1. Coppertree owns common portions of certain property (hereinafter called the "Coppertree Properties") subject to a certain Condominium Declaration for Coppertree Condominiums, recorded in Volume 3016, Pages 938 through 994, Real Property Records of Bexar County, Texas, as amended (hereinafter referred to as the "Declaration").
2. Schinker owns property near to or adjacent to the property described in the Declaration, as more fully described in Exhibit "A" attached hereto (hereinafter called the "Schinker Properties").
3. Schinker intends to create a separate condominium project on the property owned by it, to include existing housing units constructed and/or in the process of construction, as well as additional units to be constructed in the future.
4. Coppertree and Schinker desire to enter into this agreement for the purpose of providing access, to Schinker, his successors and assigns, as to certain portions of the common elements of the Coppertree Condominium project, subject to the terms and conditions hereof.
5. Coppertree desires to grant Schinker the right of access being sought, subject to the terms and conditions hereof, in exchange for the payment obligations and agreements set forth below.
6. The portions of the real property at Coppertree Condominiums which are the subject of this access agreement are the areas described in the Declaration that constitute general common elements of Coppertree Condominiums, including swimming pool(s), driveways, access gates, and streets (hereinafter referred to as "Shared Property"). This Shared Property excludes all limited common elements described in the Declaration, as well as all residential building structures, utilities, parking spaces and mailboxes.
7. It is intended that this agreement serve to allow Schinker, future owners, tenants and their guests to benefit from access to the Shared Property and to serve as a basis for harmonious and peaceful co-existence between users of the Coppertree Properties and users of the Schinker Properties.

8. It is intended that Schinker shall convey the rights herein granted to a condominium owners' association to be created at a later date. It is not intended that the rights conveyed herein shall ever be transferred to any other developer or entity other than a community association and its members.

II. REVOCABLE GRANT OF EASEMENT

1. Coppertree grants to Schinker, and his successors and assigns, the non-exclusive right to use the Shared Properties for the purposes for which they were designed and intended, subject to the terms of this agreement. This easement is severable as to any portion of the Schinker Properties which may be divided or subdivided in the future. This easement is not separately assignable apart from ownership interest in all or some portion of the Schinker Properties. This right shall automatically transfer along with conveyance of any portion of the Schinker Properties.

2. This easement is irrevocable for a period of thirty months from its effective date, except for any breach by Schinker of Part IV.3 (relating to construction vehicles), in which event Coppertree may terminate this agreement as provided in Part VII below. This easement is revocable after thirty months from the effective date, but only in the event that any payment due hereunder to Coppertree is not timely paid, or in the event of any breach of "Part IV Schinker Construction".

3. The interest conveyed herein touches and concerns the land, and is intended to run with the land.

4. This easement conveys no possessory rights.

III. PAYMENT AND INCREASES

1. On or before the effective date of this agreement, Schinker shall pay to Coppertree a non-refundable lump sum of twelve thousand dollars (\$12,000.00).

2. Schinker shall pay or cause to be paid twelve dollars (\$12.00) per month for each residential unit on the Schinker Properties once said individual units are sold or occupied for residential or possessory purposes. Each payment due shall be due on or before the tenth day of each month, commencing sixty (60) days from the effective date hereof. On or before the tenth day of each month commencing sixty (60) days from the effective date hereof, Schinker shall provide to Coppertree, before or along with his monthly payment, a written report concerning the number of units sold or leased for residential or possessory purposes up to the date of said report. Failure of Schinker to provide such a report within five (5) days of the first written notice from Coppertree to Schinker that a report has not been received shall automatically constitute an irrebuttable presumption that one hundred percent (100%) of the units on the Schinker Properties were previously sold or leased for residential or possessory purposes; it shall be further presumed

that a total of sixty (60) such units exist. Upon the earlier of thirty months from the effective date hereof, the due date of the first installment during which Schinker either fails to report the number of units sold or occupied, or the date Schinker first reports that the number of units sold or occupied are equivalent to one hundred percent (100%) of the planned and existing units, the reporting obligation imposed herein shall cease and the monthly amount due thereafter shall be equivalent to the monthly charge multiplied by the total number of units planned and existing on the Schinker Property. A late charge of fifty percent (50%) of any amount due hereunder, but not timely paid shall be assessed against, and owed by, Schinker, for each month or partial month during which any amount is due but unpaid.

3. The amount of monthly payments may be increased once each year, in an amount not to exceed the percentage increase of annual assessments imposed upon the unit owners of Coppertree for that year. Coppertree shall notify Schinker, or a successor to be designated by him, in writing of the amount of annual increases in monthly payments, stating the amount of the increase, describing the amount of increase in assessments for Coppertree owners, and stating the date the increase becomes effective. Such notice shall be mailed no less than sixty days before they shall be imposed. Upon imposition of such increase, if any, and upon proper notification as described herein, the amount of monthly payment due hereunder shall be automatically adjusted by the amount of the increase.

IV. SCHINKER CONSTRUCTION

1. Schinker Construction agrees and covenants that there shall be no more than a total of sixty (60) units constructed on the Schinker Properties.

2. This easement does not extend to, and shall not include, any properties that may be annexed or otherwise incorporated into the Schinker Properties in the future.

3. Schinker shall prohibit use of the Shared Properties by construction vehicles.

4. The construction will be similar in style and the quality, architecture, workmanship and materials used by Schinker in constructing units on the Schinker Properties will be as good as or better than the units now existing at Coppertree. Schinker shall not construct on Schinker Properties any residential unit which does not harmonize with the Coppertree Property.

5. Schinker shall complete construction of all units to be built on the Schinker Properties within thirty months from the effective date of this Agreement.

6. Should there arise any question or dispute about whether Schinker has complied with the construction requirements stated in this part the parties agree to submit such dispute to non-binding mediation before any action is taken to terminate this agreement or to institute legal proceedings.

V. ADMINISTRATION BY SCHINKER

1. Schinker shall establish and maintain on the Schinker Properties a separate condominium regime.
2. Schinker agrees and commits to adopt the substance of the Coppertree rules and regulations attached hereto as Exhibit "B", as part of the governing documents of the regime to be established.
3. All future users of the Schinker Property shall comply with the Coppertree rules and regulations attached hereto as Exhibit "B". Any person who fails to comply with the rules and regulations may, upon proper notice and opportunity to be heard, be excluded by Coppertree from further use of the Shared Properties.
4. Schinker shall provide insurance and pay all taxes on the Schinker Properties until such time as the individual units are sold or the Schinker Owners' Association becomes responsible for payment of same.
5. Schinker agrees to indemnify and defend Coppertree for liability claims arising from any act or omission of any occupant of or guest to the Schinker Properties. Schinker and its successors and/or assigns shall purchase and maintain a liability insurance policy naming both Coppertree and Kyse & Associates Management Co. (or the current managing agent for Coppertree) as additional insureds; such policy shall not include any liability deductible, self-insured retention or co-insurance provision.

VI. COPPERTREE OBLIGATIONS

1. Coppertree will maintain the Shared Properties solely at its expense.
2. Coppertree will provide insurance on the Shared Properties.
3. Coppertree will be responsible for the negligence of its employees in connection with the condition of the Shared Properties. Schinker will notify Coppertree in writing of any known premises defect.

VII. TERMINATION

1. This agreement is not terminable for any reason for thirty months from the effective date hereof, except as stated in Part II.2 above.

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2. After thirty months from the effective date hereof this agreement is terminable upon failure of Coppertree to timely receive any payment due hereunder, after thirty days written notice of intent to terminate.

3. This agreement may be terminated by Coppertree if there is any non-compliance with any portion of part IV above and same is not resolved through mediation as provided for herein.

4. This agreement shall terminate if any portion of the Schinker Properties is ever sold, donated, bequested, transferred, assigned or otherwise conveyed to any person or entity other than a community association and its members, except if there is a taking by Eminent Domain.

5. Termination shall immediately be effective upon the filing of a "Notice of Termination" in the real property records of Bexar County, Texas, setting forth the basis for the termination.

6. This agreement may be terminated by mutual written agreement of the parties.

7. This agreement may be subject to termination by a court, if it is determined that one of the parties has violated a material condition hereto.

8. Should Coppertree wrongfully terminate this agreement then Schinker shall be entitled to injunctive relief requiring that access be afforded according to the terms set forth herein.

9. Upon termination of this agreement all rights, interest and privileges herein granted to Schinker shall automatically revert to and become vested in Coppertree. If termination occurs then Coppertree shall have the immediate and absolute right to exclude Schinker and his successors or assigns from the Shared Properties.

VIII. ATTORNEYS FEES

1. Any party that does not prevail in legal action brought in connection with this agreement is responsible to the other party for attorney's fees and cost of litigation incurred in such a dispute.

2. This agreement is made and is performable in Bexar County, Texas.

IX. GENERAL PROVISIONS

1. Each person signing this agreement represents that he or she has the authority to do so from the entity on whose behalf signature is made.

2. This is the entire agreement between the parties concerning the subject matter of this agreement.

3. No promises or representations have been made or relied on except those stated herein.


4. If any part of this agreement is ever held illegal, invalid or unenforceable, such part shall be severed from the remainder, and the remainder shall be enforced.

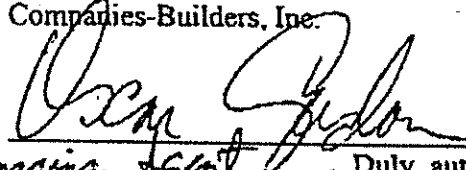
5. Each party hereto has been advised by their own legal counsel concerning this agreement, and no party relies on the other or counsel for the other to advise them.

6. This agreement may only be amended or modified in one or more writings signed by authorized representatives of all parties hereto.

7. This agreement shall be binding on the parties hereto and their heirs, devisees, representatives, successors and assigns.

THUS AGREED this 22th day of ~~March~~ ^{June}, 1999.


PETER SCHINKER, on behalf of Schinker
Companies-Builders, Inc.

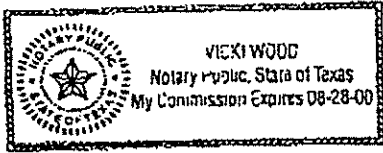

Managing Agent, Duly authorized
Representative of COPPERTREE
CONDOMINIUMS OWNERS'
ASSOCIATION

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me the undersigned authority, on this day personally appeared PETER SCHINKER, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 21st June day of ~~March~~, 1999.



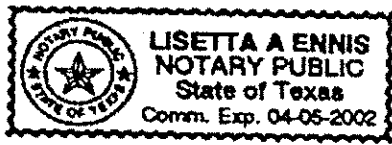
Vicki Wood
Notary Public in and for Bexar County

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Oscar

Before me the undersigned authority, on this day personally appeared GORDON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 22th day of March, 1999.



Lisetta A Ennis
Notary Public in and for Bexar County

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Ret. to: Tom L. Newton, Jr.
ALLEN, STEIN, DURBIN & HUNNICUTT, P.C.
P.O. Box 101507
SA, TX
78201

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FIELD NOTES FOR
5.78 ACRES
COPPERTREE SUBDIVISION

Being 5.784 acres of land out of the A.M. Young Survey No. 188, Abstract 826, and being out of Lot 1, Block 1, Coppertree Subdivision, Unit 1, City of San Antonio, Bexar County, Texas as recorded in Volume 9582, Page 199 of Plat Records of Bexar County, Texas and more particularly described as follows:

BEGINNING at a point on the North right of way line of Culebra Rd. for the southwest corner of this 5.784 acre tract being the southwest corner of said Lot 1, Block 1, Coppertree Subdivision, Unit 1;

THENCE with the West boundary of said Lot 1, Block 1, Coppertree Subdivision, Unit 1, the following: N 23° 27' 06" E, 367.92 ft. departing the North right of way line of Culebra Rd. to a point of curvature; 84.55 ft. with the arc of a curve concave to the East having a radius of 645.00 ft. and a central angle of 07° 30' 38" to a point of tangency; N 30° 57' 44" E, 264.70 ft. to a point of curvature of a non-tangent curve on the South right of way line of Timber path;

THENCE 147.81 ft. with the curved South right of way line of Timber path, concave to the North having a radius of 1343.45 ft., a central angle of 06° 18' 14" and a chord bearing and distance of S 77° 30' 21" E, 147.74 ft. to a point being the northeast corner of the herein described tract;

THENCE with the East boundary of the herein described tract, the following: S 03° 15' 00" W, 110.17 ft. leaving the South right of way line of Timber Path to a point for an angle; S 81° 45' 00" E, 123.96 ft. to a point for an angle; N 90° 00' E, 7.00 ft. to a point for an angle; S 01° 02' 19" W, 112.42 ft. to a point of curvature of a non-tangent curve; 9.00 ft. with the arc of curve, concave to the North having a radius of 1568.45 ft., a central angle of 00° 19' 44" and a chord bearing and distance of N 85° 57' 04" W, 9.00 ft. to a point; S 04° 12' 45" W, 40.45 ft. to a point for an angle, S 26° 29' 53" W, 527.45 ft. to a point on the North right of way line of Culebra Rd. being the southeast corner of the herein described tract;

THENCE N 66° 32' 54" W, 359.74 ft. with the North right of way line of Culebra Rd. to the POINT OF BEGINNING and containing 5.784 acres of land.

Exhibit "A"

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