

CERTIFICATE OF ANNEXATION

WHEREAS, by instrument entitled "Declaration of Covenants, Conditions and Restrictions for Shavano Park Subdivision, Unit 17-A, Planned Unit Development," recorded in Volume 8875, Page 1732, et seq., Official Public Records of Real Property of Bexar County, Texas ("Declaration"), Rogers Shavano Park Unit 17, Ltd., a Texas limited partnership ("Declarant"), subjected certain real property in the development known as "Shavano Park" and more particularly described in the Declaration as "Shavano Park Subdivision, Unit 17-A" to certain covenants, conditions and restrictions; and

WHEREAS, Declarant, as set forth in Article II, Section B of the Declaration entitled "Development of the Properties; Addition of Land," retained the right to annex and bring within the scope and purview of the Declaration additional property as designated by Declarant out of property more particularly described as the "Annexation Area" in Exhibit A attached to the Declaration; and

NOW, THEREFORE, Declarant by this instrument ("Certificate of Annexation") hereby declares as follows:

1. The following described property is hereby annexed as additional Lots (as that term is defined in the Declaration):

Lots 1778-1794, Block 17, Lots 1796-1802, Block 18, Lot 1803, Block 19 and Lot 1804, Block 20, Shavano Park Unit 17H, Planned Unit Development, Bexar County, Texas, according to plat thereof recorded in Volume 9552, Page 162-163, Deed and Plat Records of Bexar County, Texas.

2. The following described property is hereby annexed as additional Common Areas (as that term is defined in the Declaration):

Lot 1777, Block 17 (greenbelt), all in Shavano Park Unit 17H, Planned Unit Development, Bexar County, Texas, according to plat thereof recorded in Volume 9552, Page 162-163, Deed and Plat Records of Bexar County, Texas.

The additional Lots and additional Common Areas described herein are collectively referred to herein as the "Annexed Property," or "Shavano Park Unit 17H."

3. The term "Subdivision Plat" in Article I, Section EE of the Declaration, shall include the map or plat of Shavano Park Unit 17A, Planned Unit Development, recorded in Volume 9552, Pages 162-163, Deed and Plat Records of Bexar County, Texas, and any amendment thereof upon filing of same for record in the Deed and Plat Records of Bexar County, Texas, and any other recorded subdivision plat(s) for additional properties subjected to this Declaration by annexation certificate or by any subsequent amended or supplemental Declaration.

4. The Annexed Property will be subject to the jurisdiction and assessment powers of the Bentley Manor Homeowners Association, and shall be held, sold and conveyed subject to all easements, restrictions, covenants, terms and conditions which are set forth or referred to in the Declaration and any amendments thereto, effective immediately, with the same force and effect as if set out verbatim herein, subject to the terms and provisions of this Certificate of Annexation which shall apply only to the Annexed Property described herein.

5. With respect to the Annexed Property, any reference herein or in the Declaration to "maintenance of light fixtures" shall be deemed to refer to the easements for maintenance of light fixtures identified and reserved as shown on the Shavano Park Unit 17H Subdivision Plat, including, but not limited to, those easements of access and use for placement, repair and maintenance of light fixtures shown thereon affecting Lots 1784 and 1785, Block 17, Lots 1797, 1800 and 1802, Block 18 and Lot 1803, Block 19.

6. The following Sections and/or Subsections of Article V of the Declaration entitled "Residential Restrictions and Construction Requirements" are hereby amended as follows, such amendments to apply only to the Lots within the Annexed Property, notwithstanding anything to the contrary contained in the Declaration:

(a) The following provision is added to Subsection 1 of Section N entitled "Exterior Lighting:"

Lots 1780, 1785, 1787 and 1791, Block 17 and Lots 1799 and 1802, Block 18, shall be deemed as such designated Lots.

(b) The following additional provisions are added to Subsection 2 of Section O entitled "Fences:"

Lots 1778, 1785 and 1786, Block 17, Lots 1796, 1797, 1801 and 1802, Block 18 and Lot 1803, Block 19: If wood fencing is installed on any of the designated property lines, the wood fence shall be installed as specified below:

Lot 1778, Block 17: The wood fencing along the rear property line adjacent to Lot 1777, Block 17 (greenbelt) to have the smooth side of the fence facing the greenbelt and the framing facing Lot 1778. The wood fencing may be double sided with the same material.

Lots 1785 and 1786, Block 18: It is the responsibility of the owner that first installs the wood fencing along the shared property line (S 52°28'11" W - 182.19') to have the smooth side of the fence facing Lot 1786 and the framing facing Lot 1785. The wood fencing may be double sided with the same material.

Lots 1796 and 1797, Block 18: It is the responsibility of the owner that first installs the wood fencing along the shared property line (N 89° 05' 57" E – 115.10') to have the smooth side of the fence facing Lot 1797 and the framing facing Lot 1796. The wood fencing may be double sided with the same material.

Lots 1801 and 1802, Block 18: It is the responsibility of the owner that first installs the wood fencing along the shared property line (S 54°19'43" W - 154.68') to have the smooth side of the fence facing Lot 1801 and the framing facing Lot 1802. The wood fencing may be double sided with the same material.

Lot 1803, Block 19: The wood fencing along the rear property line adjacent to Lot 1753, Block 14, Shavano Park Unit 17E (greenbelt) to have the smooth side of the fence facing the greenbelt and the framing facing Lot 1803. The wood fencing may be double sided with the same material.

7. With respect to the Annexed Property herein described, any reference herein or in the Declaration to the Grading Plan and **Exhibit D** shall be deemed to refer to the Grading Plan set forth on **Exhibit D** attached to this Certificate of Annexation and incorporated herein.

Executed to be effective as of February 21, 2002.

[COUNTERPART SIGNATURE PAGES FOLLOW]

**COUNTERPART SIGNATURE PAGE
TO
CERTIFICATE OF ANNEXATION**

DECLARANT:

**ROGERS SHAVANO PARK UNIT 17, LTD., a
Texas limited partnership**

By Its General Partner:

**BITTERBLUE, INC., a Texas
corporation**

By: _____

Wm. Eugene Powell
Chief Executive Officer

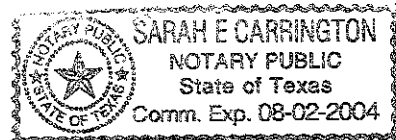
STATE OF TEXAS §
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COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me on February 21, 2002, by Wm. Eugene Powell, Chief Executive Officer of Bitterblue, Inc., a Texas corporation, General Partner of Rogers Shavano Park Unit 17, Ltd., a Texas limited partnership, on behalf of said corporation and limited partnership.

Sarah E. Carrington
Notary Public, State of Texas

Exhibits:
Exhibit D – Grading Plan

AFTER RECORDING, RETURN TO:
Ms. Sarah Carrington
11 Lynn Batts Lane, Suite 100
San Antonio, Texas 78218



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CONSENT OF LIENHOLDERS

The undersigned, being the owner and holder of existing mortgage(s) and liens upon and against a portion of the Property subject to this Certificate of Annexation for Shavano Park Subdivision Unit 17-H, Planned Unit Development and Provisions for Bentley Manor Homeowners Association ("Certificate"), being described in the Deed of Trust for the benefit of the undersigned recorded under document number 20010196698, Real Property Records of Bexar County, Texas, as may be amended from time to time, and acting solely as mortgagee and lienholder and at the specific request of the Declarant, does hereby consent to and join in the foregoing Certificate for the limited purposes herein stated.

The undersigned hereby join in the execution of this instrument for the sole purpose of subordinating the liens held by the undersigned to all of the provisions of the foregoing Certificate. Any owner who accepts title to any of the Property subject to this Certificate specifically acknowledges that the undersigned lienholder is not a party to this Certificate except for the sole purpose of subordinating its liens as set out above, and each Owner who accepts title to any of the Lots hereby specifically and unconditionally releases and discharges said lienholder from any claims or liability with respect to, or arising out of, the Certificate except as to actions which may hereafter be taken by lienholder as a successor to the interest of Declarant.

Executed to be effective as of FEBRUARY 21, 2002.

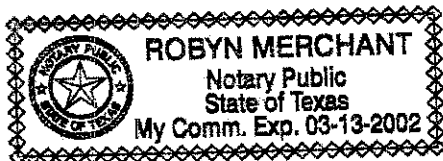
LIENHOLDER:

**THE FROST NATIONAL BANK, a national
banking association**

By: Betsy Gleiser
Name: Betsy Gleiser
Title: Executive Vice President

STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on 2/21, 2002, by BETSY GLEISER, EXEC VICE PRESIDENT of The Frost National Bank, a national banking association, on behalf of said association.



Robyn Merchant
Notary Public, State of Texas

CONSENT OF LIENHOLDERS

The undersigned, being the owner and holder of existing mortgage(s) and liens upon and against a portion of the Property subject to this Certificate of Annexation for Shavano Park Subdivision Unit 17-H, Planned Unit Development and Provisions for Bentley Manor Homeowners Association ("Certificate"), being described in the Deed of Trust for the benefit of the undersigned recorded in Volume 8194, Page 1762, Real Property Records of Bexar County, Texas, as may be amended from time to time, and acting solely as mortgagee and lienholder and at the specific request of the Declarant, does hereby consent to and join in the foregoing Certificate for the limited purposes herein stated.

The undersigned hereby join in the execution of this instrument for the sole purpose of subordinating the liens held by the undersigned to all of the provisions of the foregoing Certificate. Any owner who accepts title to any of the Property subject to this Certificate specifically acknowledges that the undersigned lienholder is not a party to this Certificate except for the sole purpose of subordinating its liens as set out above, and each Owner who accepts title to any of the Lots hereby specifically and unconditionally releases and discharges said lienholder from any claims or liability with respect to, or arising out of, the Certificate except as to actions which may hereafter be taken by lienholder as a successor to the interest of Declarant.

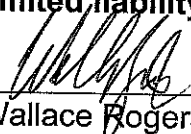
Executed to be effective as of February 21, 2002.

LIENHOLDER:

THE ROGERS SHAVANO RANCH, LTD.,
a Texas limited partnership

By Its General Partners:

W.R. Family Group, L.C., a Texas
limited liability company

By: 
Wallace Rogers III, Manager

THE N.R. Family Group, Inc., a
Texas corporation

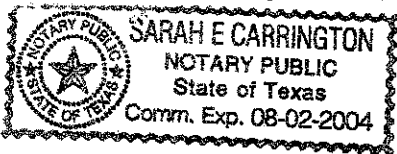
By: Jean R. Winchell
Jean Rogers Winchell
President

STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on March 4 2002, by Wallace Rogers, III, Manager of the W.R. Family Group, L.C., a Texas limited liability company, as a General Partner of The Rogers Shavano Ranch, Ltd., a Texas limited partnership, on behalf of said limited partnership.

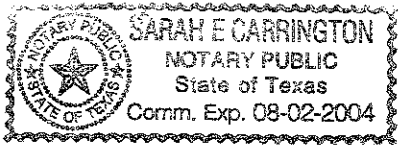
Sarah E. Carrington
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF BEXAR §



This instrument was acknowledged before me on Feb. 26, 2002, by Jean Rogers Winchell, President of The N.R. Family Group, Inc., a Texas corporation, as a General Partner of The Rogers Shavano Ranch, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Sarah E. Carrington
Notary Public, State of Texas



CONSENT OF LIENHOLDERS

The undersigned, being the owner and holder of existing mortgage(s) and liens upon and against a portion of the Property subject to this Certificate of Annexation for Shavano Park Subdivision Unit 17-H, Planned Unit Development and Provisions for Bentley Manor Homeowners Association ("Certificate"), being described in the Deed of Trust for the benefit of the undersigned recorded in Volume 8194, Page 1775, Real Property Records of Bexar County, Texas, as may be amended from time to time, and acting solely as mortgagee and lienholder and at the specific request of the Declarant, does hereby consent to and join in the foregoing Declaration for the limited purposes herein stated.

The undersigned hereby join in the execution of this instrument for the sole purpose of subordinating the liens held by the undersigned to all of the provisions of the foregoing Certificate. Any owner who accepts title to any of the Property subject to this Certificate specifically acknowledges that the undersigned lienholder is not a party to this Certificate except for the sole purpose of subordinating its liens as set out above, and each Owner who accepts title to any of the Lots hereby specifically and unconditionally releases and discharges said lienholder from any claims or liability with respect to, or arising out of, the Certificate except as to actions which may hereafter be taken by lienholder as a successor to the interest of Declarant.

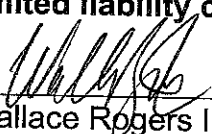
Executed to be effective as of February 21, 2002.

LIENHOLDER:

**THE ROGERS SHAVANO RANCH, LTD.,
a Texas limited partnership**

By Its General Partners:

**W.R. Family Group, L.C., a Texas
limited liability company**

By: 
Wallace Rogers III, Manager

THE N.R. Family Group, Inc., a
Texas corporation

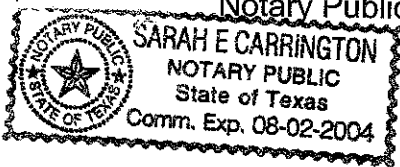
By: Jean Rogers Winchell
Jean Rogers Winchell
President

STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on March 4, 2002, by Wallace Rogers, III, Manager of the W.R. Family Group, L.C., a Texas limited liability company, as a General Partner of The Rogers Shavano Ranch, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Sarah E. Carrington
Notary Public, State of Texas

STATE OF TEXAS §
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COUNTY OF BEXAR §



This instrument was acknowledged before me on Feb. 26, 2002, by Jean Rogers Winchell, President of The N.R. Family Group, Inc., a Texas corporation, as a General Partner of The Rogers Shavano Ranch, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Sarah E. Carrington
Notary Public, State of Texas

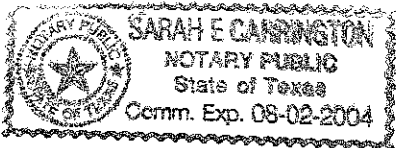
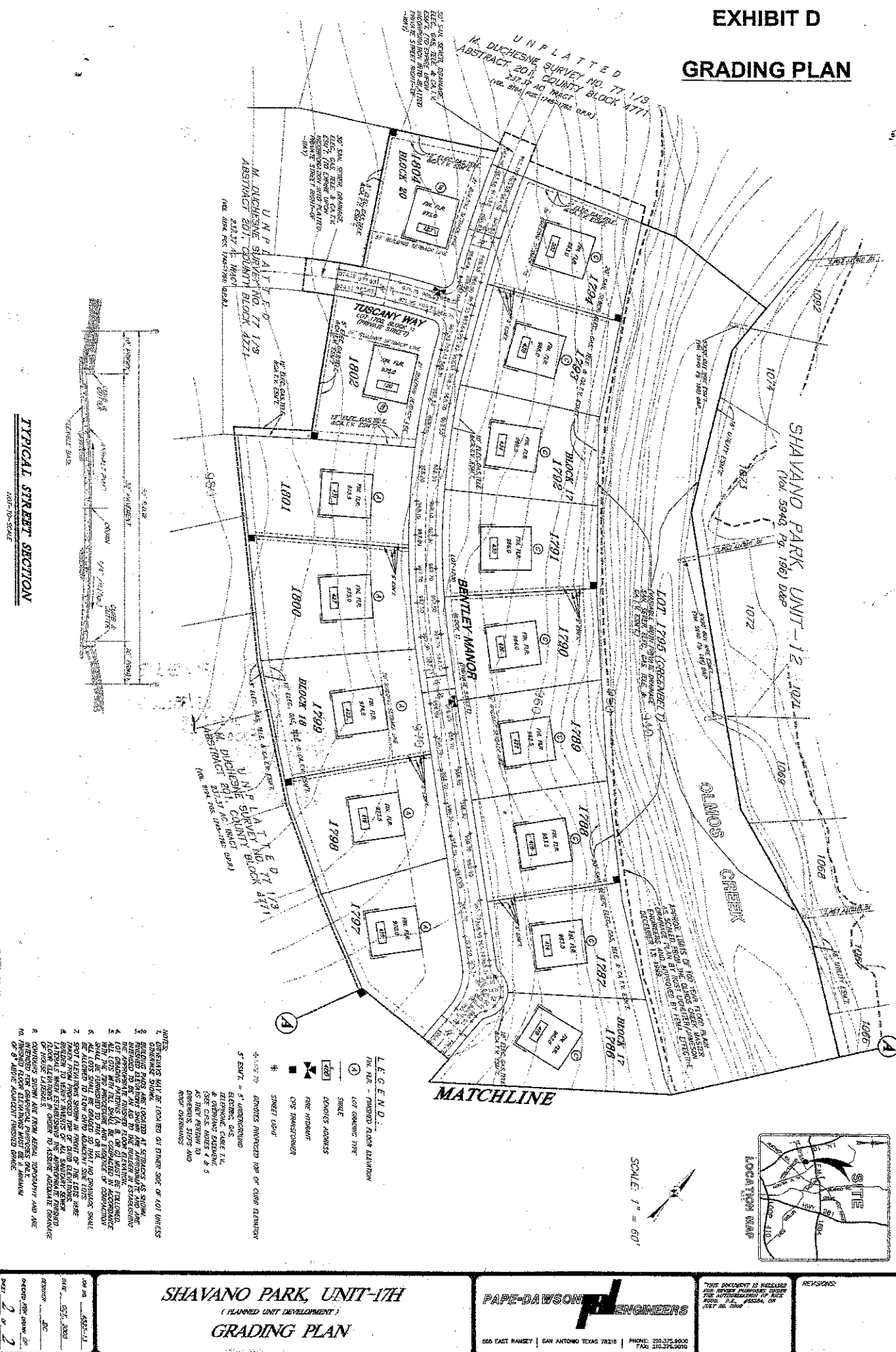


EXHIBIT D

GRADING PLAN



RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

MAR 8 2002



Berry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20020279131

Pages 11

03/08/2002 03:35:20 PM

Filed & Recorded in

Official Records of

BEXAR COUNTY

BERRY RICKHOFF

COUNTY CLERK

Fees \$27.00