

SCANNED



LT1-77-20040229551-1

## CERTIFICATE OF ANNEXATION SHAVANO PARK SUBDIVISION, UNIT 17-I

This Certificate of Annexation ("Certificate of Annexation") is made to be effective as of October 1, 2004, by **Rogers Shavano Park Unit 17, Ltd.**, a Texas limited partnership ("Declarant").

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

WHEREAS, pursuant to the Declaration, Bentley Manor Homeowners Association has been incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of maintaining the Common Areas and exercising the other functions as provided in the Declaration; and

WHEREAS, Declarant is the owner of the Annexed Property described herein and desires to subject the Annexed Property described herein to the terms of the Declaration and to the jurisdiction of the Bentley Manor Homeowners Association, including the liens for assessments as set forth in the Declaration, as herein provided.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Terms. All capitalized terms used herein shall have the meaning assigned to such term in the Declaration, unless otherwise expressly defined herein.

2. Lots. The following described property is hereby annexed as additional Lots pursuant to the Declaration:

Lots 1896-1912, Block 17; Lots 1891-1895, Block 20; and Lots 1913-1923, Block 21; Shavano Park Unit-17I, Planned Unit Development, in the City of Shavano Park, Bexar County, Texas, according to plat thereof recorded in Volume 9562, Pages 199-201, Deed and Plat Records of Bexar County, Texas.



LT2-11008-1699-9

3. Common Areas. The following described property is hereby annexed as additional Common Areas pursuant to the Declaration:

Lot 1700, Block 11 (private street), and Lot 1924, Block 17 (greenbelt), all in Shavano Park Unit-171, Planned Unit Development, in the City of Shavano Park, Bexar County, Texas, according to plat thereof recorded in Volume 9562, Pages 199-201, 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 171."

4. Subdivision Plat. The term "Subdivision Plat" in Article I, Section EE of the Declaration shall include the map or plat of Shavano Park Unit-171, Planned Unit Development, recorded in Volume 9562, Pages 199-201, 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 the Declaration by annexation certificate or by any subsequent amended or supplemental Declaration.

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

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

Lots 1898, 1900, 1906, 1912, Block 17; Lot 1895, Block 20; and Lots 1915 and 1919, Block 21; shall be deemed as such designated Lots.

6. Grading Plan. All references in the Declaration to the Grading Plan for the Annexed Property, including, without limitation, the references to Grading Plan and to **Exhibit D** to the Declaration set forth in Article XV, Section D, shall mean and refer to the Grading Plan for Shavano Park Unit-171 attached hereto as **Exhibit D** and incorporated herein.

7. Annexation. The Annexed Property shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to all easements, restrictions, covenants, charges, liens, assessments, 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, and shall hereafter be subject to the jurisdiction of the Bentley Manor Homeowners Association, subject to the terms and provisions of this Certificate of Annexation.

8. Miscellaneous.

(a) Headings. Section and other headings contained in this Certificate of Annexation are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Certificate of Annexation or any provision hereof.

(b) Invalid Provisions. If any one or more of the provisions of this Certificate of Annexation, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Certificate of Annexation and all other applications of any such provision shall not be affected thereby.

(c) Governing Law and Venue. The laws of the State of Texas and applicable federal law shall govern the validity, enforcement and interpretation of this Certificate of Annexation. The obligations of the parties are performable and venue for any legal action arising out of this Certificate of Annexation shall lie in Bexar County, Texas.

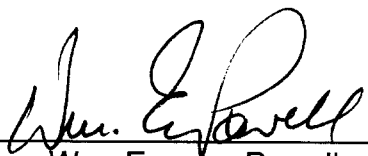
(d) Consent of Lienholders. Each holder of existing mortgage(s) and liens against the Annexed Property consents to and joins in the execution of this Certificate of Annexation for the limited purposes set forth in the Consent of Lienholder attached hereto.

**DECLARANT:**

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

By Its General Partner:

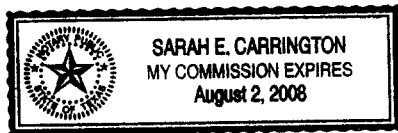
BITTERBLUE, INC., a Texas corporation

By:   
Wm. Eugene Powell,  
Chief Executive Officer

STATE OF TEXAS

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on September 23, 2004, by Wm. Eugene Powell, Chief Executive Officer of Bitterblue, Inc., a Texas corporation, as General Partner of Rogers Shavano Park Unit 17, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Sarah E. Carrington  
Notary Public, State of Texas

**AFTER RECORDING, RETURN TO:**

Ms. Sarah Carrington  
11 Lynn Batts Lane, Suite 100  
San Antonio, Texas 78218

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## CONSENT OF LIENHOLDER

The undersigned, being the owner and holder of existing mortgage(s) and liens upon and against the Annexed Property subject to this Certificate of Annexation for Shavano Park Subdivision Unit 17-I, Planned Unit Development, being described in the Deed of Trust for the benefit of the undersigned recorded in Volume 10556, Page 600, 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 of Annexation 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 of Annexation. Any owner who accepts title to any of the Annexed Property subject to this Certificate of Annexation specifically acknowledges that the undersigned lienholder is not a party to this Certificate of Annexation except for the sole purpose of subordinating its liens as set out above. 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 of Annexation, 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 September 24, 2004.

### LIENHOLDER:

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

By: Betsy Glusker  
Name: BETSY GLUSKER  
Title: EXECUTIVE VICE PRESIDENT

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on September 24, 2004,  
by Betsy Glusker, exec. vice pres. of The Frost National Bank, a national  
banking association, on behalf of said banking association.



Rachel Ann Pruitt  
Notary Public, State of Texas

### **CONSENT OF LIENHOLDER**

The undersigned, being the owner and holder of existing mortgage(s) and liens upon and against the Annexed Property subject to this Certificate of Annexation for Shavano Park Subdivision Unit 17-I, Planned Unit Development, 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 of Annexation 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 of Annexation. Any owner who accepts title to any of the Annexed Property subject to this Certificate of Annexation specifically acknowledges that the undersigned lienholder is not a party to this Certificate of Annexation except for the sole purpose of subordinating its liens as set out above. 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 of Annexation, 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 September 24, 2004.

#### **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  
Wallace Rogers III, Manager

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

By: Jean Rogers Winchell  
Jean Rogers Winchell,  
President

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on September 27, 2004, 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

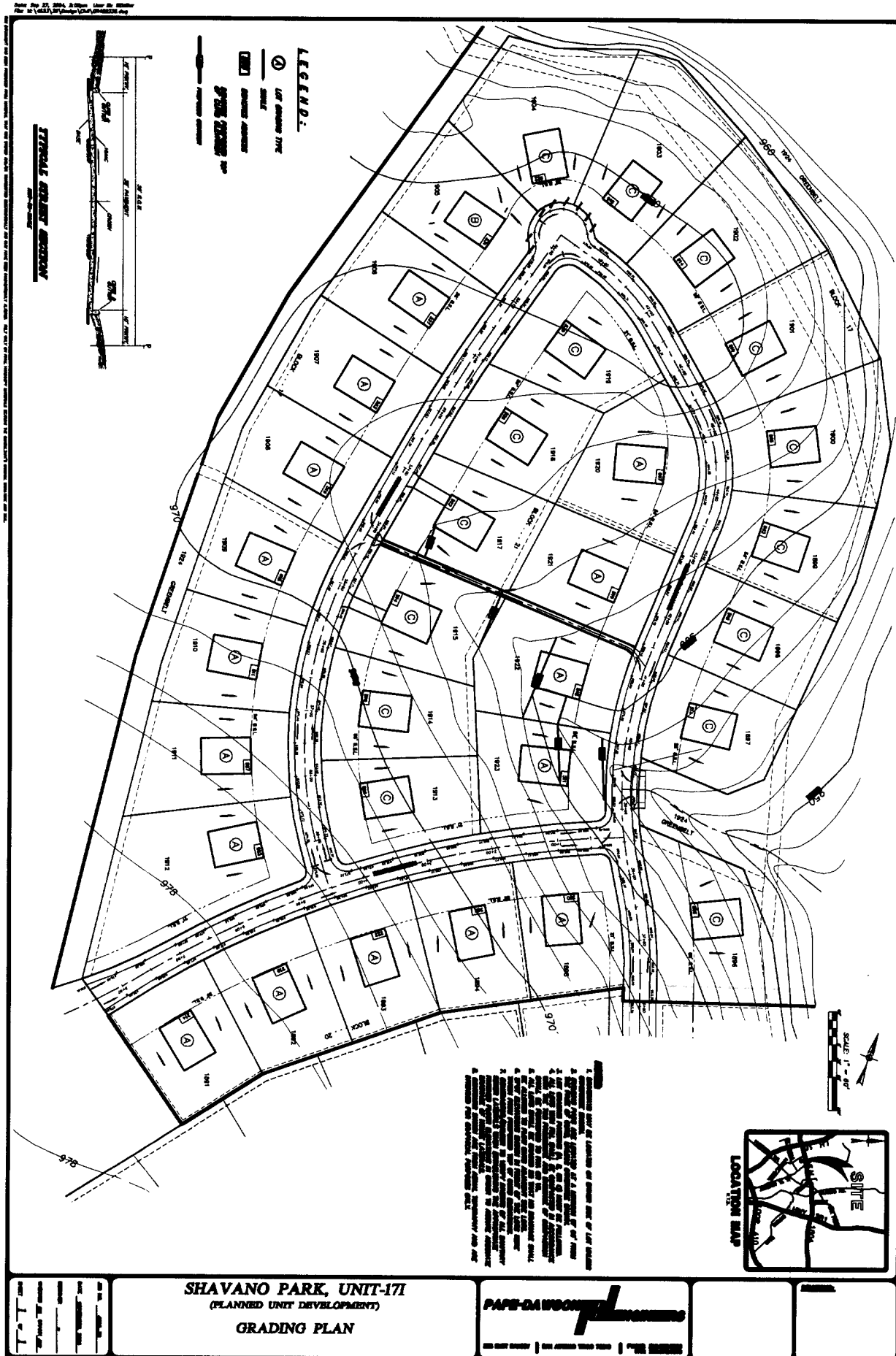
COUNTY OF BEXAR

This instrument was acknowledged before me on September 24, 2004, 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





**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 herein by me and was duly RECORDED  
in the Official Public Record of Real Property of Bexar County, Texas on:

OCT 05 2004



*Gerry Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20040229551 Fees: \$30.00  
10/05/2004 11:50AM # Pages 9  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERRY RICKHOFF COUNTY CLERK