

SCANNED



LT1-77-20060252000-1

SCANNED

**CERTIFICATE OF ANNEXATION AND SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SHAVANO PARK SUBDIVISION, UNIT 17-J**

This Certificate of Annexation ("Certificate of Annexation") is made to be effective as of October 10, 2006, by **Rogers Shavano Park Unit 17, Ltd.**, a Texas limited partnership ("Declarant").

RECITALS

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.

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.

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 to impose such complementary additions and/or modifications of the covenants and restrictions contained in the Declaration applicable to the specific type of development on the annexed land to reflect the different character of the development on the annexed land.

Declarant has heretofore annexed certain properties out of the Annexation Area in accordance with the terms of the Declaration.

Declarant is the Declarant under the Declaration and 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, and to impose certain supplementary and/or different covenants, conditions and restrictions on the Annexed Property, as set forth herein.

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.



LT2-12459-1857-25

2. **Annexed Property.** The following described property ("Annexed Property") is hereby annexed as additional Lots pursuant to the Declaration:

Lots 1974-1984, Block 17, and Lots 1985-2017, Block 30, Shavano Park Unit 17J, Planned Unit Development, Bexar County, Texas, according to the Amending Plat of Shavano Park Subdivision, Unit 17J (Planned Unit Development), recorded in Volume 9570, Page 81, Deed and Plat Records of Bexar County, Texas.

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

Lot 1700, Block 11 (private street), Lot 1973, Block 17 (greenbelt), Lot 1970, Block 19 (greenbelt), and Lot 2018, Block 30 (greenbelt), all in Shavano Park Unit 17J, Planned Unit Development, Bexar County, Texas, according to the Amending Plat of Shavano Park Subdivision, Unit 17-J (Planned Unit Development), recorded in Volume 9570, Page 81, 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 17J."

4. **Subdivision Plat.** The term "Subdivision Plat" in Article I, Section EE of the Declaration shall include the Amending Plat of Shavano Park Unit 17J, Planned Unit Development, recorded in Volume 9570, Page 81, 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, Article V of the Declaration entitled "Residential Restrictions and Construction Requirements" is amended to read as set forth in **Exhibit A** attached hereto and incorporated herein. Such amendments to apply only to the Lots within the Annexed Property described herein.

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 the Annexed Property attached hereto as **Exhibit D** and incorporated herein.

7. **Easements.**

(a) **Wall, Fence and Landscaping Easement.** Side of, Lot 1974, Block 17 and Lots 1985, 1986, 1987, 1988, 1997, 1998, 2010, 2011, Block 30, shall be subject to, and Declarant hereby reserves unto itself, the Association, and their respective assigns, a wall, fence and

landscaping easement, in accordance with and upon and subject to the terms and conditions set forth in Article XV, Section E of the Declaration.

(b) Zero Lot Line Easements. The following easements are reserved and established on each Lot within the Annexed Property to accommodate the development of zero lot line Lots:

(i) An eight inch (8") wide masonry wall and lug easement is hereby reserved and established on each side of each Lot line.

(ii) A five foot (5') zero lot line easement is hereby reserved and established along each side of each Lot for the purpose of construction, maintenance and/or repair of residences built on or near the zero lot line of such Lot, and for drainage and the acceptance of storm water flow from the roof overhang or otherwise from the adjoining Lot.

(iii) All Lots adjacent to Lots with improvements (including the garage) situated on or within one foot (1') of a zero lot line (the 1' being an allowance of errors in the actual placement of improvements on the Lots) shall be subject to a five foot (5') access easement for the construction, repair and maintenance of improvements located upon any adjacent Lot where such improvements are located on or near the zero lot line of such adjacent Lot.

8. Annexation. Effective immediately, 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, as modified and supplemented in this Certificate of Annexation, 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, and to the supplemental terms and provisions of this Certificate of Annexation.

9. Miscellaneous.

(a) Term. This Certificate of Annexation, including all covenants, conditions and restrictions set forth herein, are made and adopted to run with the land, and shall be binding upon Declarant and all Owners of the Annexed Property for the term and in accordance with the provisions set forth in the Declaration.

(b) Amendment. In no event shall any of the supplemental covenants, conditions and restrictions pertaining to the Annexed Property set forth in this Certificate of Annexation be construed so as to revoke, modify or add to the covenants established by the Declaration as they are applicable to the Existing Property. The supplemental covenants, conditions and restrictions pertaining only to be Annexed Property set forth herein may be amended until January 1, 2015, by written instrument executed by the Owners of ninety percent (90%) or more of the Annexed Property, upon recording of such written instrument in the Real Property Records of Bexar County, Texas, provided that until such date no amendment shall be effective unless approved and executed by Declarant.

Notwithstanding the foregoing, Declarant shall have the right to file an amendment to this Certificate of Annexation without the necessity of joinder by any Owner of Lots, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, inserting an omitted portion, or removing any contradiction in the terms herein.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

EXHIBITS AND ATTACHMENTS:

Exhibit A - Residential Restrictions and Construction Requirements

Exhibit B - Intentionally Omitted

Exhibit C - Intentionally Omitted

Exhibit D - Grading Plan

Consent of Lienholder – The Frost National Bank

Consent of Lienholder – The Rogers Shavano Ranch, Ltd.

AFTER RECORDING, RETURN TO:

Ms. Sarah Carrington

Bitterblue, Inc.

11 Lynn Batts Lane, Suite 100

San Antonio, Texas 78218

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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
October 10, 2006, 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 limited partnership.


Notary Public, State of Texas



EXHIBIT A

RESIDENTIAL RESTRICTIONS AND CONSTRUCTION REQUIREMENTS

V. Residential Restrictions and Construction Requirements:

A. Antennas. No radio or television aerial wires or antennae or other radio or television related apparatus or equipment shall be placed or maintained on any residence or on any other exterior portion of a Lot except with the prior written approval of the ACC which shall have the authority to disapprove the installation of same. With the prior written consent of the ACC, a satellite disc or dish may be placed on a Lot where not visible from a street or Common Area and where such location does not adversely affect the view from an adjacent Lot.

B. Artificial Vegetation. No artificial vegetation shall be installed or kept in the front or side yard areas on any Lot.

C. Athletic Facilities.

1. Sport-court lighting and fencing shall be allowed only with the approval of the ACC and shall meet all other applicable governmental requirements.

2. Basketball goals, or backboards, or any other similar sporting equipment (portable basketball goals) of either a permanent or temporary nature are allowed only in the backyard. Placement of basketball goals are prohibited in the front yard or side yard of any home. Basketball goals shall be placed a minimum of five feet (5') of any Lot line. Written consent by the ACC as to location and style shall be obtained prior to installation. In addition:

a. All basketball backboards shall be a clear or a smoke-colored, see-through material. The ACC will consider other quality backboard materials.

b. All supporting poles and stanchions shall be painted either black or dark hunter green.

c. Basketball backboards may not be affixed to the main residence building.

d. All basketball backboards shall be maintained in a playable condition at all times and any damaged structure shall be repaired or removed immediately.

e. The ACC will have the right to further regulate the appearance and placement of all sporting apparatus including basketball goals.

3. All children's play equipment or structures shall be submitted to the ACC for review and approval. The following restrictions apply:

a. Any play structure shall be placed a minimum of ten (10') from the side or rear property lines and shall not exceed twelve feet (12') in height as measured from the top of the ground to the topmost part of the structure.

b. Any tarp or roofing material shall be dark hunter green or wood (not painted or stained) to match the structure. No bright or multi-colored tarps are allowed.

c. No decks or fort levels will be permitted which would allow viewing into the surrounding properties.

d. Slides or tube shoots shall not be seen from the surrounding properties.

4. Landscaping and fencing requirements may be established by the ACC for the purpose of screening courts and play equipment in an aesthetically pleasing manner.

D. Building Materials, Finishes and Colors:

1. **Masonry.** The exterior walls of the main residence buildings on any Lot shall be constructed of one hundred percent (100%) stucco. The ACC may approve the use of other masonry or masonry veneer materials on a case-by-case basis. In determining compliance with this Section, a window and/or door surrounded by materials other than stucco or masonry materials shall be considered non-masonry. Masonry or masonry veneer includes stucco, brick, rock and all other material commonly referred to in Bexar County, Texas as masonry, but shall exclude any product, regardless of composition, which is manufactured to have a wood or non-masonry appearance and/or artificially manufactured stone. Absent the express written consent of the ACC, vinyl siding and aluminum siding shall not be allowed.

a. **Color:** limited to earth tones.

b. **Stucco:** must have a light sand finish or light hand-trowel finish. Synthetic stucco is prohibited. No Monterey, swirl, or patterned stucco is allowed.

c. **Rock (if approved by the ACC):** shall be rectangular cut. No irregular patterns.

d. **Brick (if approved by the ACC):** traditional size soft to tumbled. No hard edged bricks and no raked joints. Antiquing, slurring, painting of brick will be considered on a case-by-case basis by ACC.

e. **Mortar (if approved by the ACC):** shall be compatible with masonry.

(1) Shall be compatible with masonry color. No high contrasting colors.

(2) Mortar joint shall be flush with masonry or be slightly finger raked. No tooled or deep raked joints.

2. Siding and Sidewall Design. Wood siding may not be used. All other siding materials, and all siding colors, must be approved by the ACC. Absent the express written consent of the ACC, vinyl siding and aluminum siding shall not be allowed. The sidewall of each house on a corner lot that faces a side street will be designed and completed to create an attractive appearance that is comparable to its front elevation in terms of building materials, use of architectural trim and décor, windows, doors and other relief areas.

3. Patio/Atrium Walls. Any patio/atrium walls built along the zero lot line are required to be at least eight feet (8') above the finished floor of the higher of the two (2) adjacent lots.

4. Roofing. The surface of roofs of principal and secondary structures, including garages and domestic living quarters, shall be tile only.

a. Tile shall be barrel profile, and must be approved by the ACC. Other types of tiles may be considered by the ACC on a case by case basis.

b. Roofs shall have a pitch of 6:12 or greater. No flat roofs shall be permitted except if the roof structure is integral to the architecture of the house and the architectural style is acceptable to and approved by the ACC. Minimum roof overhang is six inches (6"). The ACC shall establish roofing criteria which are directed to:

(1) generally improving the quality of material used;

(2) encouraging the use of colors which are in harmony with other structures in the Subdivision.

5. Finishes and Colors. The exterior colors of all improvements on a Lot, including any repainting of improvements, shall be subject to approval by the Architectural Control Committee. A sample of the masonry, roofing material, paint color(s) and any additional exterior materials shall be submitted to the ACC for review prior to its application. Any changes to exterior material or color shall be submitted to the ACC for review.

6. Windows. All windows on the front elevation of each residence shall be wood with a paint color approved by the ACC. All other windows shall be wood, factory or job-finished painted metal windows and shall be beige only. No bronze or mill finish aluminum is permitted. All glass in exterior windows, shall be of a color and type approved by the Committee. No bronze colored, reflective, mirror type, or stained glass is permitted. All other colors and materials are subject to ACC approval.

7. Clerestory Windows. Any clerestory window must be approved in writing by the adjacent property owner and the ACC.

8. Glass Block. On zero side shall be fully opaque. The maximum area of the glass block is twenty inches (20") in height and eight feet (8') in width. The glass block shall not be placed within seven feet (7') of the finished floor. Only one glass block area is allowed on the zero side.

9. Exterior Glass and Mirrors. No reflective or mirrored glass shall be used on, in or for the windows or doors of any buildings or other improvements constructed upon the Properties.

10. Tubular Skylights. Tubular skylights are allowed with written permission from the ACC.

E. Burglar and Fire Alarms. Each residence constructed on a Lot within the Subdivision shall be pre-wired for smoke detectors as stipulated by the ordinances and/or building codes of the City of Shavano Park or governing municipality then in effect. The ACC may, but is not required to establish, minimum standards for such smoke detectors and shall, at such time, make the same available to Lot Owners and Builders and may disapprove any plans and specifications not conforming to this provision or such standards.

F. Chimneys. Chimneys are required to be one hundred percent (100%) masonry and will be composed of masonry matching the masonry used on the residence.

G. Compliance with Provisions of this Declaration. Each Owner shall comply strictly with the provisions of these restrictions as the same may be amended from time to time. Failure to comply with any of the terms of this Declaration shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by an aggrieved Owner or Declarant. Declarant makes no warranty or representation as to the present or future validity or enforceability of this Declaration, its terms or provisions. Any Owner acquiring a Lot in reliance on this Declaration, its terms and provisions, shall assume all risks of the possible amendment, validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless from any damages resulting from any amendment to or invalidity or unenforceability of this Declaration.

H. Construction Activities. Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Properties. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, or similar activities, provided that such construction is pursued to completion with reasonable diligence and as hereinafter provided, and conforms to usual construction practices in the Shavano Park, Texas area.

I. Construction in Place. All Improvements constructed on the Properties shall be built in place on the Lot and the use of prefabricated buildings is prohibited.

J. Corner Lot Residences. Residences constructed upon corner Lots shall be oriented so that the front of the residence shall face the street as approved by the ACC.

K. Drainage. All storm water from any Lot shall drain into or onto contiguous or adjacent street rights-of-way, drainage easements, or retention areas. All work done on any Lot affecting or pertaining to the Lot grade, the flow of surface water drainage, the alteration or removal of any drainage or environmental berm or swale or any storm berm or swale, must be in accordance with the site grading and drainage plans prepared by an engineer selected by Declarant or the ACC to prepare such plan or plans and also in accordance with all applicable laws, codes and regulations. Within any platted drainage easements, the Owner shall not permit the following: (i) any buildings or other structures to be erected, (ii) any planting of vegetation to occur except as per a landscape plan approved by the ACC, or (iii) any reshaping, grading or other alteration of such drainageway that would impede, accelerate, divert or enhance the natural flow of water thereover.

L. Driveways, Sidewalks and Curbs.

1. Driveways. With respect to driveways:

a. Driveways on each residential Lot and visible from a street must be constructed of broom finished concrete. Borders may be allowed with the ACC's written approval. Stamped concrete is permissible if approved by the ACC.

b. No more than one (1) curb cut per Lot shall be permitted without approval of the ACC. Except with approval of the ACC, no circular driveway shall be more than twenty feet (20') in width. Driveway locations shall be only as approved by the ACC.

c. Driveways which have more than six inches (6") of exposed concrete foundation sides shall have a masonry veneer applied or be fully parged. Landscaping may be required depending on the amount of exposure.

d. The driveway leading directly to the garage shall in all cases, and regardless of the house being on the topographically low or high side of the street, be constructed in a manner consistent with the F.H.A. "Block and Lot Grading" data sheet guidelines:

(1) The elevation of the driveway surface at a point ten (10) linear feet from the curb line shall be at least nine inches (9") higher than the pavement grade at gutter line. There shall be a twelve percent (12%) positive slope meeting the City of Shavano Park Public Works requirements.

(2) The grade (slope) of the driveway shall not exceed fourteen percent (14%) (1.4 VF per 10 LF).

(3) For Lots on the topographically low side of the street, and in addition to the above, the driveway shall be constructed with a protective swale in front of the garage to prevent runoff water from entering into the house and/or garage. Also, the driveway shall not have the effect of "trapping" a low area of ground with no other convenient route of drainage. The overall Unit Lot Grading Plan will serve to indicate areas of concern.

2. Sidewalks. With respect to sidewalks:

- a. Sidewalks are not allowed parallel to the street exclusive of the landing.
- b. Sidewalk landings shall be approved in writing by the ACC on a case-by-case basis.
- c. Sidewalks/entry walks/ landings shall be at least four feet (4') wide.
- d. Builders and contractors are required to clean streets immediately after sidewalks and driveways have been constructed.

3. Curbs. With respect to curbs:

- a. All curbs shall be cut by an experienced, qualified professional curb cutter. All driveways and curb cuts must be shown on the plans submitted to the ACC and approved prior to any action being taken.
- b. No curbing shall be ripped out to provide access for a driveway (heard curb) or sidewalk approach.
- c. Any portion of curbing which is damaged, whether during construction or afterwards, shall be repaired as soon as practicable at the sole and exclusive expense of and by the owner of the Lot appurtenant to such damaged curb.

4. General. Asphalt paving and loose gravel driveways or sidewalks are specifically prohibited forward of the front building line. Builders and contractors are required to clean streets immediately after aggregate finished sidewalks and driveways have been washed.

M. Exterior Air Conditioning Equipment. All air conditioning units or other outdoor equipment shall be located where not in view of any street, Common Area, or fully screened by landscaping (evergreen plants) or fencing so as not to be in view from any street or Common Area.

N. Exterior Lighting. Exterior light fixtures are required at the front door of each residence; provided, however, that no light fixture or lantern of any type shall be placed in

the front yard, or in the back yard if same is visible from any other portion of the Properties or any streets, of any Lot until the same has been approved by the ACC. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (reasonable security or landscape, or tennis court lighting is permitted with the approval of the ACC). Maintenance and the cost of electricity to operate the street lights shall be the responsibility of the Association. The Owner of the enumerated Lots below shall receive a credit or reimbursement from the Association for the estimated use of electricity for the street lights billed to their residences.

Prior to completion of construction of a principal residence on any Lot herein designated, the owner of said Lot shall be responsible for the electrical connection and supply of the initial bulb (100 watt metal halide). Lighting specifications shall be specified by the ACC. Such lights and fixtures shall be repaired and maintained by the Association and at the expense of the Association. Each following designated Lot and adjoining lot shall be subject to an easement of access and use for placement, repair, and maintenance of such light fixtures.

1. Lots 1976 and 1984, Block 17, and Lots 1985, 1992, 1998, 2004, and 2012, Block 30 shall be deemed as such designated Lots.

2. The front light fixtures for such designated Lots shall be located and maintained as currently erected or located on such Lots and the Declarant and the Association shall have an ingress and egress easement to these lights for maintenance, repair, reconstruction, or removal of same.

O. Fences. No fence or wall shall be built or maintained forward of the front building line, nor any hedge planted or maintained forward of the front setback line, of the main structure. This setback restriction does not apply to decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot unless otherwise approved in writing by the ACC. Except as specifically set forth in this Declaration, all fences or walls located on a Lot are to be maintained at the expense of the Lot Owner. In addition:

1. The required and permitted fencing which may be installed by an Owner/Builder, subject to the requirements of this Section O, are as follows:

a. Wing Walls and Front Fencing: (fencing located between the main structure and any side lot line) shall be masonry only and shall match the primary masonry on residence.

b. Front Gate: shall be wrought iron open bar per Exhibit "C". Gates shall not exceed four feet (4') in width.

c. Street Side Fencing for Lots 1991, 1992, 2003, 2004 and 2017, Block 30: are required to be masonry matching the primary masonry on the residence.

d. Siding Fencing (adjacent to greenbelt Lot 1973, Block 17 and for Lot 1974, Block 17): either existing or to be installed by Declarant is to remain in place and may not be taken down or altered. The Association is responsible for the proper maintenance and repair of such fence.

e. Side and Rear Fencing: shall be solid fencing as follows:

(1) one inch by six inch by six foot (1"x6"x6") tall, three rail construction with a flat top (no dog ear), vertical cedar planks without gaps between the planks;

(2) masonry matching the primary masonry on residence.

(a) Zero Side Fencing: If wood is used it shall have the smooth side facing the adjacent Lot and the framing shall face the interior of the Lot.

(b) Rear Fencing for Lots 1976-1984, Block 17: Shall be composed of six foot (6') wrought iron, painted black.

(c) Rear Fencing for Lots 1974 and 1975, Block 17: Shall be masonry, and shall be owned and shall be maintained by the Lot Owner.

f. Masonry Columns: are not required, but if installed shall meet the following requirements:

(1) A column shall be placed adjacent to the side property line on all wing walls.

(2) Columns shall be placed no further than twenty-five feet (25') apart if visible from any street.

(3) All masonry columns shall be six and one-half feet (6½') in height.

(4) Minimum size for masonry columns is twenty-four inches (24") square.

g. Rear of Lots 1985-1987, Block 30, and sides of Lot 1974, Block 17, and Lots 1988, 1997, 1998, 2010, and 2011, Block 30: A fence either existing or to be installed by Declarant is to remain in place and may not be taken down or altered. The Association is responsible for the proper maintenance and repair of this fence.

2. Other Fencing Requirements and Standards:

a. Fencing seen from the street or greenbelt/common area shall have the smooth side facing the street or greenbelt/common area and the framing shall face the interior of the Lot.

- b. All masonry used in a fence or wall on a Lot shall match the primary masonry used on the residence.
- c. No cedar fencing shall be stained or painted, but may be sealed with ACC approval.
- d. All wrought iron used in fencing shall be painted black or the same color as the approved trim color of the house.
- e. All gates shall be wrought iron and shall not exceed four feet (4') in width.
- f. No fence shall exceed six feet (6') in height unless specifically approved by the ACC and governing authority.
- g. The ACC is empowered to waive the composition requirements for fences and the height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood, and it meets the requirements of the City of Shavano Park or the governing municipality. Any materials other than cedar planks, wrought iron, or masonry to be attached to or made part of a fence must be approved in writing by the ACC prior to installation.
- h. No fence, wall or hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the extension of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the curb lines into the street, or in the case of a rounded property corner, from the intersection of the street line extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Notwithstanding the foregoing, no tree or other object higher or greater than two feet (2') in height shall be maintained within any area labeled on the Subdivision Plat as "clear vision easement".
- i. Pool and decking perimeter fencing will be required as safety fencing for pools and spas. These fences must have self-closing and self-latching gates as well as meet all other requirements under this Section O. Pool fencing shall be installed prior to the completion of the construction of the pool. (See Article V, Section AA. Swimming Pools/Spas for further requirements).
- j. Each Owner shall maintain all fencing placed on his Lot including the reconstruction or replacement of fences which are tilted more than ten (10) degrees from a vertical position, and the replacement of broken or cracked wooden pickets.

P. Foundation Exposure and Finished Floor Elevation. The builder of each residence and building shall, to the extent possible, minimize the amount of exposed foundation below the brick lug, and in any event, no more than eighteen inches (18") of the foundation along the front, zero side and along the first fifteen feet (15') on the non-zeroed side of the residence shall be exposed to view from any street. No more than twenty-four inches (24") of the foundation along the remaining non-zeroed side and rear shall be exposed to view from any street or Common Area. All exposed slab areas shall be parged or concealed by masonry or masonry veneer approved by the ACC. Additional landscape screening of exposed foundation may be required by the ACC. All stucco exteriors shall be fully extended to the ground leaving no exposed slab. All foundations shall be poured concrete slabs. Builders should comply with the required, minimum finished floor elevation for each Lot as shown on the engineered grading plan (Exhibit D attached hereto).

Q. Garages and Carports. A garage able to accommodate at least two (2), but no more than four (4) automobiles must be constructed and maintained for each residence. A garage containing more than two (2) doors must be approved by the ACC. Garages on model homes will be allowed to be used as a builder's sales or construction office but must be reconverted to use as a garage upon conveyance or occupancy of the home as a residence.

R. Guttering. Gutters are required on the zero side of all homes. All gutters are required to be a minimum of five inch (5") conventional metal. Other portions of the home must be guttered with downspouts being so situated as to minimize adverse drainage consequences for adjoining Lots and shall blend with the exterior of the house.

S. Landscaping and Irrigation. Landscaping shall consist of quality materials which may include grasses, trees, shrubs, flowers, and ground cover. Landscapes will consist of plants and trees that are drought tolerant, which may be indigenous to the area and require minimum amounts of water to survive and prosper. In addition, the following provisions shall be applicable to landscaping and irrigation in the Subdivision:

1. In connection with the initial construction of a residence, each Owner, builder or his landscape contractor will furnish the ACC two copies drawn to scale, of a detailed landscaping plan. The ACC may modify the requirements of submittals to facilitate review of plans for various building programs. All plans shall be submitted to the ACC for review in determining their consistency and compatibility with the design and character of adjacent Lots and the Subdivision as a whole. Such plans shall:

- a. be drawn to scale and shall include delineation of existing or proposed structures, pavement and other site features, and
- b. designate by name, size and location the plant material to be installed.

2. The removal of any tree in excess of six inches (6") in diameter shall be submitted to the ACC for review.

3. After a landscaping plan has been approved and instituted, each Owner is required to submit to the ACC a written request for any change in the plan, each such Owner shall at all times maintain the minimum required vegetation, and each Owner shall be charged with the responsibility of replacing any vegetation which shall thereafter die or is destroyed or removed.
4. Installation of all landscaping and irrigation systems must be completed within ninety (90) days of first occupancy in accordance with the landscape plan approved by the ACC.
5. Each Owner shall make every effort to preserve significant natural vegetation. Appropriate procedures consistent with sound nursery practices shall be employed in all cases.
6. The use or preservation of natural vegetation is intended to be sensitive to the natural plant species especially those which require minimal watering. This is not however intended to allow weeds, non-maintained, peculiar, or radical landscape to exist. The definition and interpretation of appropriate natural areas, wildscapes, native plants, drought tolerant, and indigenous shall be at the sole discretion of the ACC.
7. In order to help Owners and their landscape designers, the additional national Wildflower Research Center publications "Native Plant Bibliography for Texas", "Texas Sources for Native Plants and Seeds", "Gardening and Landscaping with Native Plants:", and "Wildflower Meadow Gardening" are maintained by the ACC for inspection and reference. In addition, the National Wildflower Research Center has consultants available at a nominal fee to help Owners either by prepaid telephone conversations or personal appointments. A list of native plants and publications are available, on request, from the Declarant.
8. At least two (2) of the following trees are either to remain or be planted in the front yard of each Lot; live oaks, cedar elms, or red oak, four inches (4") or greater in diameter, or multi-trunk mountain laurel, ten feet (10') or greater in height.
9. Complete landscaping in front yard and, for corner Lots, along the side yard adjacent to a street is required. The use of drought tolerant grasses is encouraged.
10. All planted or landscaped areas should be mulched with at least four inches (4") of native mulch.
11. Additional evergreen planting will be required to screen the broad expanse of concrete for circular driveways, or a three (3) or four (4) car garage driveway that side loads from a side street if approved by the ACC.
12. A twenty four inch (24") vertical berm or twenty four inch (24") material is required in planting areas of circular driveways and parking courts in order to screen the broad expanse of concrete.

13. The ACC suggests a low flow, water efficient irrigation system covering at least all of the front yard area and side yard area of all corner Lots.

14. Each Owner shall be responsible for watering and maintaining the landscaping on his Lot including landscape easements and pedestrian easements.

15. Statues, statuary fountains, multiple tier planters, concrete and other lawn furniture are prohibited in front and side unless screened from view of the street.

16. All retaining wall material shall be approved by the ACC. No railroad tie retaining walls are allowed.

17. The ACC encourages the use of xeriscaping and landscaping that requires minimal water use.

18. In addition to the variance powers of the ACC hereinafter set forth, the ACC shall have the right to grant a variance or waiver of the requirements of this Section of the landscaping standards from time to time promulgated in such instances as it shall determine that such waiver is advisable in order to accommodate a unique, attractive or advanced landscaping concept, design or material and the resulting appearance, in the opinion of the ACC, will not detract from the general appearance of the neighborhood. No such variance or waiver shall be presumed and any such grant of variance or waiver shall be in writing.

T. Tree Protection. Maintenance of the trees within the Subdivision is strongly encouraged. Prudence, care, and discretion should be used in the positioning of all Improvements in order to preserve as many trees as possible within the Subdivision. Replacement of trees that are removed or die is encouraged. All precautions shall be taken in connection with the pruning and trimming of trees, in order to prevent the spread of oak wilt and oak decline within the Subdivision. It is recommended that the Texas Forest Service be contacted. Such precautions shall include, but not be limited to minimal trimming and pruning of oak trees. It is recommended that trimming and pruning be during dormant months only (normally January and February), and painting all fresh cuts with appropriate dressing or paint.

U. Pesticides, Herbicides, and Fertilizers. Traditional, commercially produced chemicals are not to be used in the Subdivision. Alternative, naturally occurring fertilizers and pesticides may be used.

V. Mailboxes. At the time of preparation of this Declaration, the U.S. Postal Service could not commit to a mail delivery system (i.e., cluster boxes, individual mailboxes, etc.) for the Subdivision. When the delivery system is announced and in the event the U.S. Postal Service chooses individual or dual mail boxes, the ACC will define the architectural style, materials and placement of the mailboxes, and the Owner/Builder will be responsible for constructing the mailboxes in accordance with the ACC requirements at the time of house construction.

W. Outbuilding Requirements. Every outbuilding, inclusive of such structures as a storage building, pool house, servants' quarters, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. The design, materials and location of all such buildings shall be subject to the prior written approval of the ACC. In no instance shall an outbuilding exceed one (1) story in height, nor shall the total floor area of any outbuilding exceed ten percent (10%), individually or in the aggregate, of the floor area of the main dwelling. In addition:

1. Every proposed addition or exterior modification to any structure or improvement shall be subject to the terms of this Declaration and the plans and specifications for same shall be submitted to the ACC for approval.

2. Accessory buildings, including but not limited to, detached private garages, green houses, tool sheds, portable storage buildings; bath houses; gazebos; bono fide servants quarters not for rent; nonpaying guest houses or rooms for guests within an accessory building but not for permanent residence; but for the use of servants employed on the premises, when detached from the principal main building and located in the rear yard within the side and rear setback lines for said Lot. When the accessory building is directly attached to the principal main building by a breezeway, such accessory building shall be considered an integral part of the principal main building. The breezeway may be considered a part of an accessory building when the breezeway extends into the required rear yard.

X. Single Family Residential Construction. The Lots shall be used only for the development of private single-family residences, and Common Facilities serving the Owners and residents thereof.

Y. Solar Panels and Systems. No solar panels or solar heating or electrical system or similar apparatus shall be placed in or upon any Lot without the prior approval of the ACC which shall have the authority to disapprove the installation of same or to limit the installation of same so that no portion thereof is visible from any street or Common Area and where such location does not adversely affect the view from an adjacent Lot.

Z. Structures: Placement on Lots, Size and Height:

1. Setback Lines. All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with the minimum setback lines hereby established and those shown on the Subdivision Plat, if any. In no event shall any such building or other structure be constructed, placed or maintained other than the following:

a. Front Setbacks:

(1) Front entry garage:

(a) twenty-five feet (25');

(b) cul-de-sac lots – twenty feet (20');

- (2) Side entry garage:
 - (a) fifteen feet (15')
 - (b) cul-de-sac lots – ten feet (10');
- b. Side Setbacks:
 - (1) ten feet (10') – minimum between buildings;
 - (2) zero feet (0) on the side abutting an adjoining lot having a minimum ten foot (10') setback. Zero lot lines are designated on the recorded plat.
- c. Rear Setbacks: ten feet (10'). Lots on which there is a rear easement exceeding ten feet (10') shall have a setback equal to such easement width.
- d. Cul-de-sac Lots are as follows: Lots 1986-1989, 1996-1999, and 2009-2012, Block 30.

Notwithstanding the foregoing, for good cause shown, a residence or garage may be allowed to be erected closer than the required setback to the front boundary line of a Lot with written approval of the ACC, provided there shall be no projections nor encroachments into any utility or drainage easement. Eaves of buildings shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this covenant. The ACC shall have the right to grant variances to the setbacks established in this Section to accommodate topography and trees on a Lot or the architectural design of the proposed improvements. In no event may any structure be constructed or maintained upon any utility easement or other easement. All variances to setbacks must be approved in writing by the ACC and the City of Shavano Park Board of Adjustments.

2. Size. Each one (1) story or one and one-half (1 ½) story building or structure shall contain not less than 2,000 contiguous square feet of living area. No building or structure shall exceed 1 ½ stories unless approved by the ACC. If approved by the ACC each two (2) story building or structure shall contain not less than 2,200 contiguous square feet of living area. The calculation of living area shall be exclusive of open or screened porches, terraces, patios, driveways, carports, garages, and living quarters for domestic servants separated or detached from the primary living area.

3. Height. No building or structure erected, altered or placed on, within or in the Properties shall exceed forty-five feet (45') in height (measured from average finished ground level to the highest point of the roof's surface, if a flat surface, or to the deck line of mansard roofs; or to the mean height level between eaves and ridge for hip and gable roof(s), nor be more than two (2) stories in height, if approved by the ACC, excluding basements and attics; provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of building and structures shall be complied with at all times. In measuring the height of a building, the following structures shall be excluded: chimneys, cooling towers, ornamental cupolas, domes or spires, parapet walls not exceeding four feet (4') in height, and basements.

AA. Swimming Pools/Spas. Any swimming pool/spa constructed on a Lot must be enclosed with a fence or other device completely surrounding the swimming pool/spa which, at a minimum, satisfies the City of Shavano Park's Code and all other applicable governmental requirements (see Article V, Section O "Fences" for further requirements). Pool/spa fencing shall be installed prior to the completion of the construction of the pool/spa. Nothing in this Section is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool/spa enclosure requirements.

1. All plans for swimming pools/spa, and all related fencing, construction and access, must be submitted to the ACC for approval prior to the start of construction. When swimming pool/spa construction accompanies the initial construction of a residence, such plans (include clear site plans) shall accompany the submission of plans for the residence.

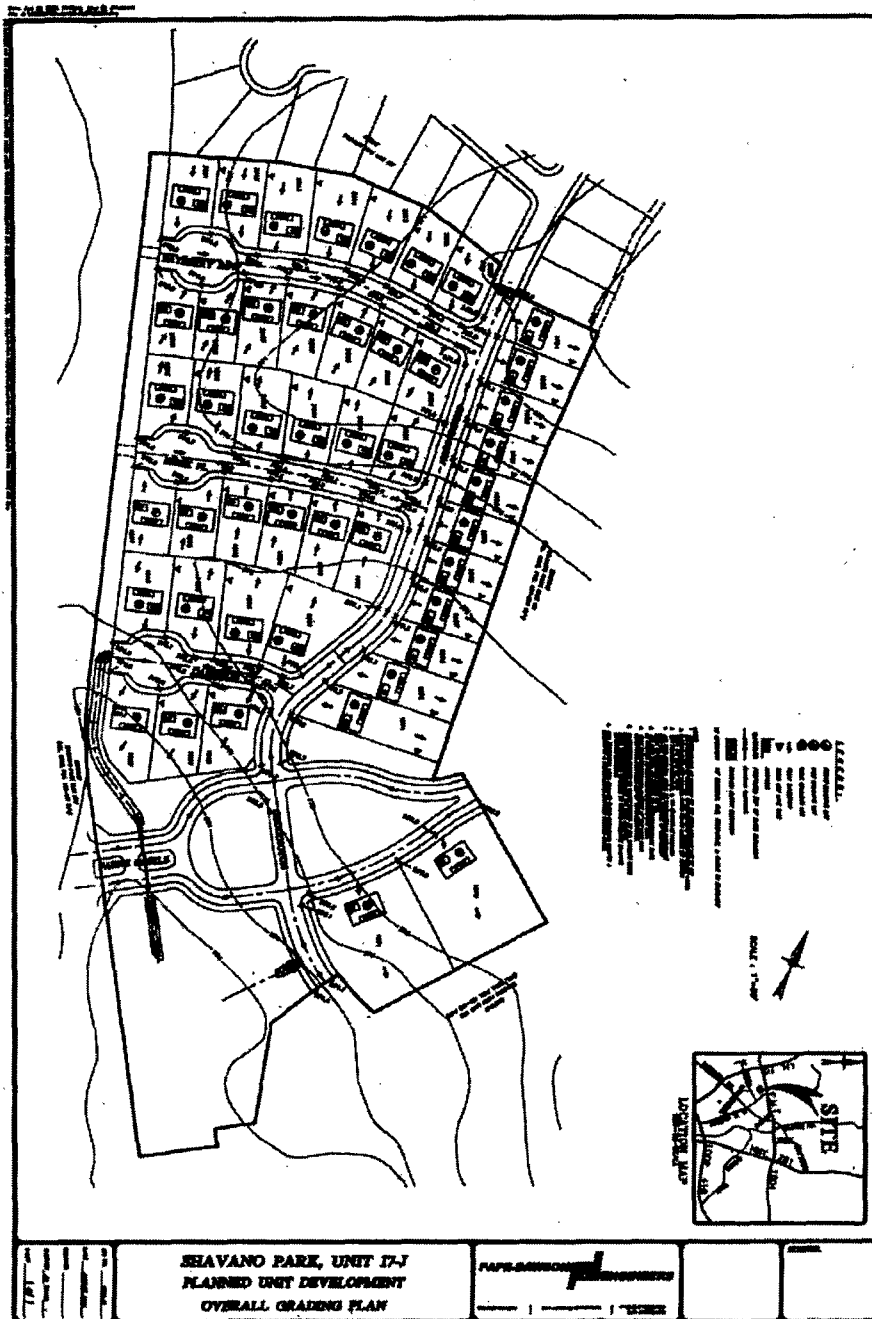
2. Above ground pools are not permitted.

BB. Tanks. No butane, propane, or other type of elevated tanks of any kind shall be erected, placed or permitted on any Lot. Swimming pool filter tanks shall be fully screened from view of all streets and other Lots or buried in conformity with applicable governmental rules and regulations.

CC. Unfinished Structures. No residential building including flatwork shall remain incomplete for more than six (6) months once the foundation construction has commenced. Permitted allowances to the aforesaid timeframe may be made at the discretion of the ACC.

EXHIBIT D

GRADING PLAN



CONSENT OF LIENHOLDER

The undersigned, ("Lienholder"), 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-J, Planned Unit Development, being described in the Deed of Trust for benefit of Lienholder recorded in Volume 11405, Page 1669, 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.

Lienholder hereby joins in the execution of this instrument for the sole purpose of subordinating the liens held by Lienholder 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 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 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 October 10, 2006.

LIENHOLDER:

THE FROST NATIONAL BANK, a national banking association

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

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on October 10, 2006, by Betsy Gleiser Executive Vice President of The Frost National Bank, a national banking association, on behalf of said association.



Rachael Ann Pruitt
Notary Public, State of Texas

CONSENT OF LIENHOLDER

The undersigned, ("Lienholder"), 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-J, Planned Unit Development, being described in the Deed of Trust for the benefit of Lienholder 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.

Lienholder hereby joins in the execution of this instrument for the sole purpose of subordinating the liens held by Lienholder 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 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 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 October 10, 2006.

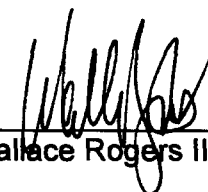
LIENHOLDER:

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

COUNTY OF BEXAR

This instrument was acknowledged before me on October 13, 2006, 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.

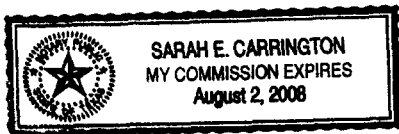


Sarah E. Carrington
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on October 13, 2006, 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 hereon by me and was duly RECORDED
in the Official Public Record of Real Property of Bexar County, Texas on:

OCT 17 2006



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20060252000 Fees: \$112.00
10/17/2006 9:14AM # Pages 25
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK