

SCANNED



LT1-77-20060251999-1

**CERTIFICATE OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOTS 1971 AND 1972,
BLOCK 20, 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.
2. **Annexed Property.** The following described property ("Annexed Property") is hereby annexed as additional Lots pursuant to the Declaration:



LT2-12459-1848-9

Lots 1971-1972, Block 20, 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."

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. Exterior Lighting. In accordance with **Section N** of Article V of the Declaration, Lot 1972, Block 20, and the Lots adjoining the designated Lot shall be subject to an easement of access and use for placement, repair, and maintenance of street lights.

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. 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.

8. **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) **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.

(c) **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.

(d) **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.

(e) **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 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

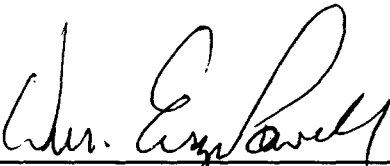
San Antonio, Texas 78218

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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

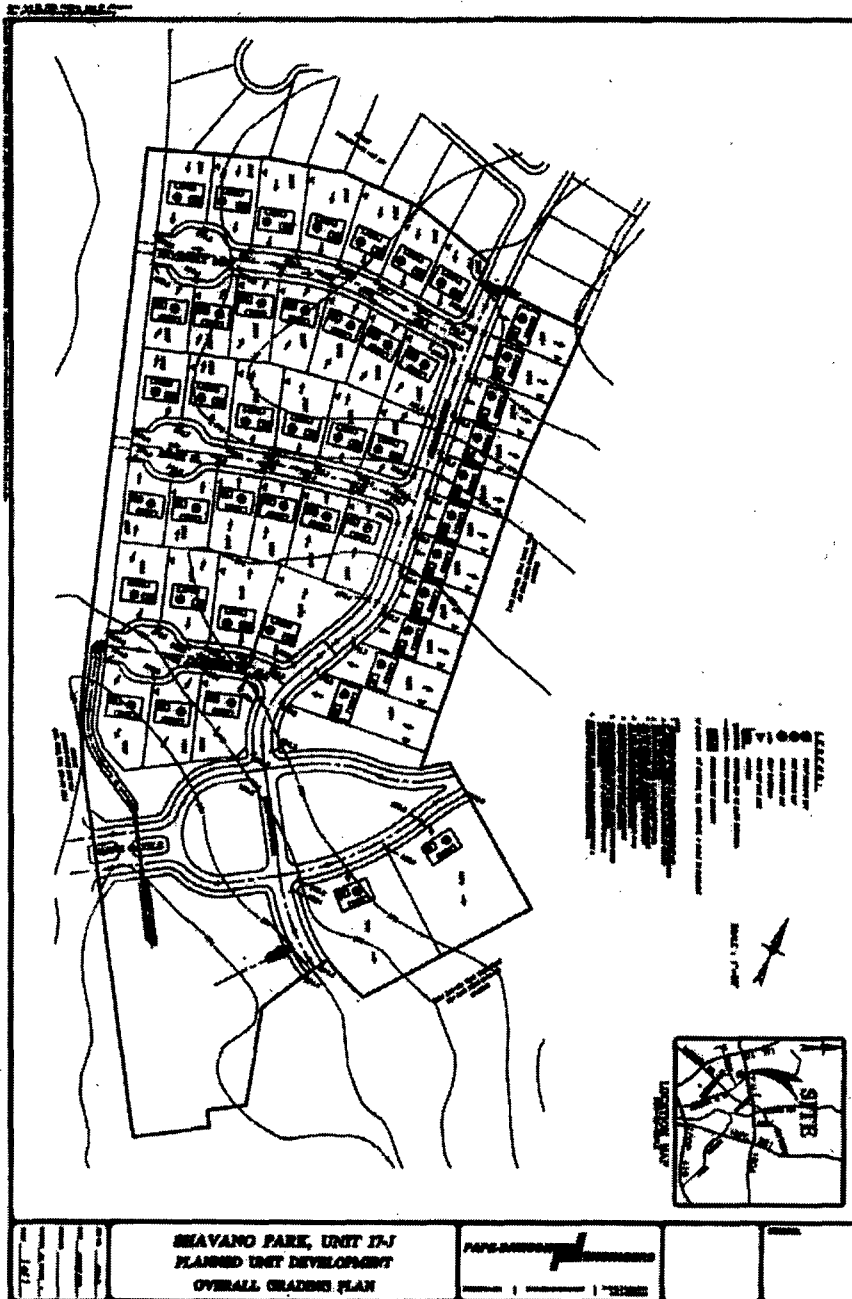
COUNTY OF BEXAR

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 D
GRADING PLAN



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 Lots 1971 and 1972, Block 20, Shavano Park Subdivision Unit 17-J, Planned Unit Development, being described in the Deed of Trust for the benefit of the undersigned 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.

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 October 10, 2006.

LIENHOLDER:

THE FROST NATIONAL BANK, a national banking association

By: _____

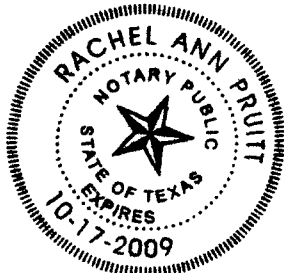
Name: BETSY GLEIBER

Title: EXECUTIVE VICE PRESIDENT

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on October 10, 2006, by Betsy Gleiber, Executive Vice President of The Frost National Bank, a national banking association, on behalf of said 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 Lots 1971 and 1972, Block 20, Shavano Park Subdivision Unit 17-J, 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 October 10, 2006.

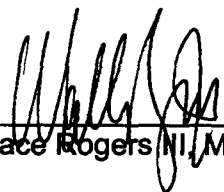
LIENHOLDER:

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

By Its General Partners:

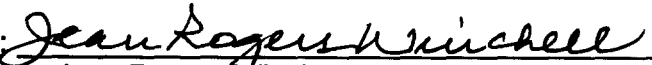
W.R. Family Group, L.C., a Texas limited liability company

By: _____


Wallace Rogers III, Manager

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

By: _____


Jean Rogers Winchell, 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.



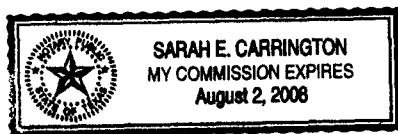
Sarah E. Carrington

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

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

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.

Doc# 20060251999 Fees: \$48.00
10/17/2006 9:14AM # Pages 9
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK