

OF # 2003494
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**SUPPLEMENTAL DECLARATION
OF Doc# 20030239547
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CEDAR CREEK SOUTH SUBDIVISION, UNIT 1**

STATE OF TEXAS §

COUNTY OF BEXAR §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CEDAR CREEK SOUTH SUBDIVISION, UNIT 1 (the "Supplemental Declaration") is made this 10th day of September, 2003, by Laredo Sonoma Ranch, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

Whereas, Declarant is the owner of the real property known as Unit 1 of Cedar Creek South Subdivision (the "Neighborhood") as more fully described in the plat recorded at Volume 9558, Pages 177-179, Official Public Records of Real Property, Bexar County, Texas; and

Whereas, Declarant has heretofore subjected land in the vicinity of the Neighborhood to certain covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration of Covenants, Conditions and Restrictions for Sonoma Ranch Subdivision recorded in Volume 9139, Page 1104, Official Public Records of Real Property, Bexar County, Texas (the "Declaration"); and

Whereas, the Declaration allows for the annexation of additional land into Sonoma Ranch Subdivision and further provides for the recording of supplemental declarations with respect to the annexed land;

Whereas, Declarant desires to annex the Neighborhood into the Sonoma Ranch Subdivision and supplement and amend the terms of the Declaration with respect to the Neighborhood and to thereby impose upon the present and future owners of land within the Neighborhood additional binding covenants to run with the ownership of all land within the Neighborhood;

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Now, Therefore, Declarant hereby annexes the Neighborhood into the scheme of the covenants, conditions and restrictions of the Declaration and the Neighborhood shall be subject to and controlled by the SR Homeowners Association, Inc. and shall be held, transferred, sold, conveyed, used and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I
USE OF LOTS IN NEIGHBORHOOD - PROTECTIVE COVENANTS**

The Lots in the Neighborhood shall be constructed, developed, occupied and used as follows:

1.1 Setback Requirements. All front, side, and rear setbacks from Lot lines, shall meet the requirements of all applicable codes and ordinances of the City of San Antonio and shall meet the following requirements:

<u>Side Yard</u>	<u>Front Yard</u>	<u>Rear Yard</u>
5'	20'	20'

The setbacks for lots on the curvature of a cul-de-sac shall be determined by the ACC. Such determination of the practicality or feasibility of locating the house at the 20' front setback shall be at the sole and absolute discretion of the ACC. The setbacks for detached garages and outbuildings shall be 5' for the side yard and 5' for the rear yard.

1.2 Size of Dwelling. The total floor area of the primary structure of any Living Unit shall not be less than one thousand five hundred (1,500) square feet, if one-story, and one thousand seven hundred (1,700) square feet if more than one-story. Total floor area shall be exclusive of open porches, breezeways, carports, garages and other outbuildings.

1.3 Construction Requirements. Except as provided below, at least fifty percent (50%) of the surface of the exterior wall area (excluding windows and doors) below the plate line of all Living Units shall be constructed of stucco, brick veneer, or stone. Any Living Unit built on a Lot contiguous to Kyle Sealé Parkway shall have ninety percent (90%) of the surface of the exterior wall area (excluding windows and doors) below the plate line constructed of stucco, brick veneer, or stone. Hardy-plank or similar cement fiber products shall not be considered stucco, brick veneer, or stone material for purposes of this paragraph.

1.4 Roofing Material. The exposed roofing material shall be slate, tile, tarnished metal with standing seams, asphalt or composition type shingles with at least a twenty-five

(25) year warranty. The roof pitch of any structure shall have the explicit, itemized approval of the ACC.

1.5 Garages and Driveways. Each dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. Front entry and rear detached garages are permitted. All driveways must accommodate two (2) conventional automobiles in front of the garage for off-street parking, and shall be constructed of concrete with at least a brushed finish. Sidewalks in the Neighborhood shall be a minimum of four feet (4') wide and be constructed of concrete with a brushed finish. Sidewalks must match the contiguous lot at the boundary line but may be placed no closer than two feet (2') from the back of the curb and no farther than three feet (3') from the back of the curb, without ACC approval.

1.6 Fences. All fences for any Living Unit shall be constructed of masonry, stone, or wood (and if constructed of wood, shall have slats at least 1" x 4" in size). No spruce, pine or pickets are permitted. All wooden fences shall be constructed with the slats touching each other. Declarant intends to construct a fence composed of masonry, cement or stone, or a combination thereof (which will be 60" to 72" in height) along Kyle Seale Parkway and Arroyo Hondo. The Owners of Lots along Arroyo Hondo and Kyle Seale Parkway agree to reimburse Declarant for the cost of constructing the fence not to exceed the sum of \$14.00 per linear foot of the fence along Arroyo Hondo and Kyle Seale Parkway.

1.7 Landscape Easement. Declarant grants to the Association an ingress and egress easement on the Lots that are adjacent to the entry way and the perimeter fence adjacent to Arroyo Hondo and Kyle Seale Parkway. This easement is granted for the purpose of insuring that the perimeter fence adjacent to Arroyo Hondo and Kyle Seale Parkway, area adjacent to the perimeter fence adjacent to Arroyo Hondo and Kyle Seale Parkway and entry ways into the Neighborhood are continuously maintained, well landscaped and have proper signage.

1.8 Name. The name of the Neighborhood shall be "The Hills at Sonoma Ranch". No Person who owns a Lot may use the name "The Hills at Sonoma Ranch" in marketing or advertising without the express permission of Declarant.

ARTICLE II GENERAL PROVISIONS

2.1 Conflict with Declaration. If any provision of this Supplemental Declaration conflicts with a provision in the Declaration pertaining to the same subject, the provision that is more restrictive, or that contains the more stringent requirement, shall control.

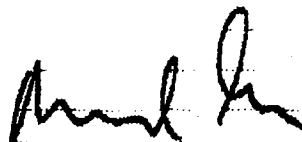
2.2 Definitions. Terms used in this Supplemental Declaration with initial capital letters that are not otherwise defined herein shall have the meanings given to them in the Declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the date set forth in the first paragraph of this Supplemental Declaration.

LAREDO SONOMA RANCH, LTD., a Texas limited partnership

By: ABG DEVELOPMENT, LTD., a Texas limited partnership, general partner

By: GALO, INC., a Texas corporation, general partner



By: A. Bradford Galo
Its: President

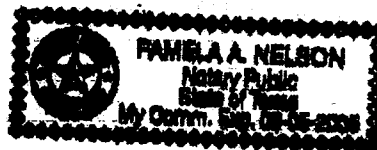
STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on the 11th day of September, 2003, by A. BRADFORD GALO, President of GALO, INC., a Texas corporation, on behalf of said corporation in its capacity as General Partner of LAREDO SONOMA RANCH, LTD., a Texas limited partnership, on behalf of said limited partnership.



Notary Public, State of Texas

After Recording Return To:
Mr. Ronald W. Hagauer
Attorney at Law
745 E. Mulberry, Suite 850
San Antonio TX 78212



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Genny Alchoff
COUNTY CLERK BROWN COUNTY, TEXAS

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