

**SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SONOMA RANCH SUBDIVISION, UNIT-5**

*Enclave*

**SCANNED**

STATE OF TEXAS §

COUNTY OF BEXAR §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SONOMA RANCH SUBDIVISION, UNIT-6 (the "Supplemental Declaration") is made this 23<sup>rd</sup> day of June, 2004, 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 5 of Sonoma Ranch Subdivision (the "Neighborhood") as more fully described in the plat recorded at Volume 9561, Pages 101, 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;

Now, Therefore, Declarant hereby annexes the Neighborhood into the scheme of the covenants, conditions and restrictions of the Declaration, the Neighborhood shall be subject

to and controlled by the SR Homeowners Association, Inc. and the Neighborhood shall be held, transferred, sold, conveyed, used and occupied subject to the following covenants, conditions, and restrictions 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.

1.2 Size of Dwelling. The total floor area of the primary structure of any Living Unit shall not be less than one thousand seven hundred fifty (1,750) square feet, if one-story, and two thousand Fifty (2,050) 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. 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. 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 be a minimum of a 5/12 pitch exclusive of porches which shall be a minimum of a 3/12 pitch.

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.

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.

1.7 Landscape Easement. Declarant grants to the Association an ingress and egress easement on the Lots that are adjacent to the (i) entry way and (ii) perimeter fence adjacent to Sonoma Parkway. This easement is granted for the purpose of insuring that the perimeter fence adjacent to Sonoma Parkway, and the areas adjacent to the perimeter fence along Sonoma Parkway and the entry way into the Neighborhood are continuously maintained, well landscaped and have proper signage. The easement allows the Association to enter upon the applicable Lots, after reasonable notice, which may be via telephone, to the Owner of the applicable Lot (except in the event of emergencies, when no notice is required) in order to maintain, repair or replace the fence, entryway, signs, landscaping and/or other improvements. The Association may not, however, enter into any building on a Lot pursuant to this easement.

1.8 Name. The name of the Neighborhood shall be "The Enclave at Sonoma Ranch". No Person who owns a Lot may use the name "The Enclave 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

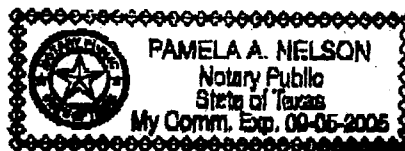
By: A. Bradford Galo  
Its: President

STATE OF TEXAS §  
  §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 23<sup>rd</sup> day of June, 2004, 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



July provision herein which restricts the sale, or use of the described real property because of taxes to be paid and payable under Federal law STATE OF TEXAS, COUNTY OF BEXAR I hereby certify that this instrument was FILED in File Number 20040142754 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:

JUN 24 2004

Recd 20040142754  
Page 4  
06/24/2004 09:45:41 AM  
Filed & Recorded in  
Official Records of  
BEXAR COUNTY  
BERRY RICKHOFF  
COUNTY CLERK  
Fees \$28.00

SUPPLEMENTAL DECLARATION



COUNTY CLERK BEXAR COUNTY, TEXAS

PAGE 4

Book 10819 Page 960