

SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SONOMA RANCH SUBDIVISION, UNIT 2A

*Spring*

STATE OF TEXAS §

COUNTY OF BEXAR §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SONOMA RANCH SUBDIVISION, UNIT 2A (the "Supplemental Declaration") is made this 13<sup>th</sup> day of March, 2002, 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 2A of Sonoma Ranch Subdivision (the "Neighborhood") as more fully described in the plat recorded at Volume 9553, Page 85, 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 and the Neighborhood shall be

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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**

**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.

**ARTICLE II**

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

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

2.1 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'	25'	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 25' 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.

2.2 Size of Dwelling. The total floor area of the primary structure of any Living Unit shall not be less than one thousand eight hundred (1,800) square feet, if one-story, and two thousand one hundred (2,100) square feet if more than one-story. Total floor area shall be exclusive of open porches, breezeways, carports, garages and other outbuildings.

2.3 Construction Requirements. Except as provided below, at least sixty percent (60%) 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 Sonoma Parkway and Kyle Seale Parkway shall have ninety

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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.

2.3 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.

2.4 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.

2.5 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, dog-ears, 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 52' to 6' in height) along Sonoma Parkway. The Owners of Lots along Sonoma Parkway 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 on the rear of the Lots along Sonoma Parkway and Kyle Seale Parkway.

2.6 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 Sonoma Parkway and Kyle Seale Parkway. This easement is granted for the purpose of insuring that the perimeter fence adjacent to Sonoma Parkway and Kyle Seale Parkway, area adjacent to the perimeter fence adjacent to Sonoma Parkway and Kyle Seale Parkway and entry way into the Neighborhood are continuously maintained, well landscaped and have proper signage.

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

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## ARTICLE IV

### APPROVALS

4.1 Required Approval. No building, structure, paving, pools, fencing, hot tubs or improvement of any nature shall be erected, placed or altered on any Lot unless the approvals required by the Declaration have been obtained from the ACC.

4.2 No Liability. Neither Declarant, the Association, the ACC, the Board of Directors, nor the officers, directors, members, employees or agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the ACC, the Board of Directors, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any actual or alleged mistake of judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Approval of plans and specifications by the ACC is not approval thereof for engineering or structural design or adequacy of materials. By approving such plans and specifications neither the ACC, the members of either, the Declarant, the Association, nor the Board of Directors assumes liability or responsibility for safety or adequacy of design, nor for any defect to any structure constructed from such plans and specifications.

## ARTICLE V

### GENERAL PROVISIONS

5.1 The covenants, conditions and restrictions of this Supplemental Declaration shall run with and bind the Neighborhood, and shall inure to the benefit of and be enforceable by the Association, Declarant and any Owner in the Neighborhood, their respective legal representatives, heirs, successors and assigns until January 1, 2032, at which time said covenants shall be automatically renewed and extended for successive periods of ten (10) years. The number of ten (10) year renewal periods hereunder shall be unlimited with this Supplemental Declaration being automatically renewed and extended upon the expiration of each ten (10) year period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of this Supplemental Declaration if

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during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, a majority of the total eligible votes of the membership of the Neighborhood cast at a duly held meeting of the Members of the Neighborhood vote in favor of terminating this Supplemental Declaration at the end of its then current term. It shall be required that written notice of any meeting at which such proposal to terminate this Supplemental Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least thirty (30) days and no more than sixty (60) days in advance of such meeting. In the event that the Neighborhood votes to terminate this Supplemental Declaration, the President and Secretary of the Association shall execute a certificate which shall set forth the resolution of termination adopted by the Neighborhood, the date of the meeting of the Neighborhood at which such resolution was adopted, the date that Notice of such meeting was given, the total number of votes of Members of the Neighborhood, the total number of votes cast in favor of such resolution and the total number of votes cast against such resolution. The certificate shall be recorded in the Real Property Records and Deed and Plat Records of Bexar County, Texas, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Supplemental Declaration.

5.2 Amendments. Notwithstanding Section 5.1 of this Article, this Supplemental Declaration may be amended and/or changed upon the express written consent of the Owners of at least seventy percent (70%) of the total eligible votes of the membership of the Neighborhood. Any and all amendments of this Supplemental Declaration shall be recorded in the Official Public Records of Real Property of Bexar County, Texas. Notwithstanding the foregoing, until such time as Developer no longer owns any property impacted by the Declaration, no amendment of this Supplemental Declaration may be made without the joinder of Declarant which would negatively and materially impact the values of homes in the Neighborhood and Declarant specifically reserves for itself, its successors and assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind or cancel any or all of the restrictive covenants contained in this Supplemental Declaration to correct a clerical error, clarify an ambiguity or inconsistency, inserting an omitted portion, or removing any contradiction of the terms hereof or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, in its sole discretion, by filing, in the real property records, an amendment to this Supplemental Declaration. Declarant is not required to send out notices or conduct a meeting in order to amend this Supplemental Declaration.

5.3 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.

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

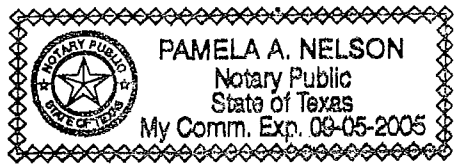
By: A. Bradford Galo  
Its: President

STATE OF TEXAS §  
  §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 13<sup>th</sup> day of March, 2002, 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.

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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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**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:

MAR 25 2002



*Berry Rickhoff*

COUNTY CLERK BEXAR COUNTY, TEXAS

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# Pages 7  
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Filed & Recorded in  
Official Records of  
BEXAR COUNTY  
BERRY RICKHOFF  
COUNTY CLERK  
Fees \$21.00

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