

**SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SONOMA RANCH SUBDIVISION, UNIT 3A**

Summit

STATE OF TEXAS §

COUNTY OF BEXAR §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SONOMA RANCH SUBDIVISION, UNIT 3A (the "Supplemental Declaration") is made this 13th day of May, 2002, by Laredo Sonoma Ranch, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant").

W I T N E S S E T H :

Whereas, Declarant is the owner of the real property known as Unit 3A of Sonoma Ranch Subdivision (the "Neighborhood") as more fully described in the plat recorded at Volume 9554, Pages 63-65, 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>
7.5'	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.

2.2 Size of Dwelling. The total floor area of the primary structure of any Living Unit shall not be less than two thousand one hundred (2,100) square feet, if one-story, and two thousand three hundred (2,300) 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 ninety percent (90%) 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.

2.4 Roofing Material. The exposed roofing material shall be slate, tile, tarnished metal with standing seams, asphalt or composition type shingles with at least a thirty (30) year warranty. The roof pitch of any structure shall have the explicit, itemized approval of the ACC.

2.5 Garages, Sidewalks 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 a washed gravel finish. Sidewalks in the Neighborhood shall be a minimum of 4' wide and be constructed of concrete with a washed gravel finish.

2.6 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, 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 stucco (which will be 62' to 7' in height) along Sonoma Parkway. Rear fences on Lots that back up to the elementary school site shall be 8' tall, if allowed by the Governmental Authority.

2.7 Light Poles. Division 4.7 of the Declaration is deleted and the following Division is substituted in its place:

Division 4.7 Light Poles

Section 4.7.1 Installation and Hook Up. Declarant shall install light poles and base on certain Lots in the Neighborhood. The Owner of the Lot will pay for the electrical hook up to the Living Unit during the construction of the Living Unit.

Section 4.7.2 Designation of Lots. The following Lots are designated to have light poles and are subject to an easement to allow the construction, realignment, inspection, repair and replacement of a street light and electric lines, except Declarant reserves the right to delete or add Lots at its sole discretion:

Lot 8, Block 9, Unit 3A
Lot 15, Block 9, Unit 3A
Lot 11, Block 9, Unit 3A
Lot 17, Block 10, Unit 3A

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Lot 8, Block 11, Unit 3A
Lot 1, Block 12, Unit 3A

Section 4.7.3 Maintenance and Payment of Electricity. The Association will service and maintain the light poles. The Owner of a Lot on which a light pole is situated will pay the electricity generated by the operation of a light pole and may deduct ten dollars (\$10.00) per month or an increased sum established by the Board from the Annual Assessment.

Section 4.7.4 Easement. The easement granted above includes the right of ingress and egress over said right-of-way for the purpose of constructing the street light and burying, repairing and inspecting electric lines, the right to relocate the street light and electric lines within said right-of-way and the right to remove from the right-of-way all trees, shrubs and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder.

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

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

ARTICLE III

APPROVALS

3.1 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.

3.2 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

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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.

4.2 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.

4.3 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.

[signature page to follow]

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

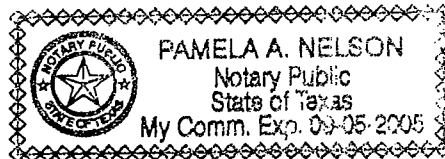
By: A. Bradford Galo
Its: President

STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on the 13th day of May, 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.

Notary Public, State of Texas

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



Any provision herein which restricts the rate, or use of the described real property hereinafter to be 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:

Doc# 2002032538
Pages 7
05/13/2002 11:46:10 AM
Filed & Recorded in
Official Records of
BEXAR COUNTY
BERRY RICKHOFF
COUNTY CLERK
Fees \$21.00



COUNTY CLERK BEXAR COUNTY, TEXAS