

SCANNED

SUPPLEMENTAL DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
SONOMA RANCH SUBDIVISION, UNIT 1A  
SAN ANTONIO, TEXAS

STATE OF TEXAS §

COUNTY OF BEXAR §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SONOMA RANCH SUBDIVISION, UNIT 1A (the "Supplemental Declaration") is made this 14<sup>th</sup> day of November, 2001, 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 1A of Sonoma Ranch Subdivision (the "Neighborhood") as more fully described in the plat recorded at Volume 9552, Pages 117-120, Official Public Records of Real Property, Bexar County, Texas; and

**Whereas**, Declarant has heretofore subjected 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 (the "Declaration") filed in the Official Public Records of Real Property, Bexar County, Texas; and

**Whereas**, the Declaration provides for the recording of supplemental declarations with respect to the residential developments within the Properties and Declarant desires to record this instrument for the purpose of supplementing and amending 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;

**Whereas**, Declarant deems it desirable to impose certain additional covenants, conditions, and restrictions upon the Neighborhood as provided for under the Declaration.

Now, Therefore, Declarant declares that the Neighborhood is 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 PROPERTIES AND LOTS - PROTECTIVE COVENANTS

The Properties and each Lot situated thereon 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'	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.

2.2 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 Ruidosa Downs and the four Lots on Kyle Seale Parkway which are closest to Ruidosa Downs shall have one hundred percent (100%) 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 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. The construction of guest quarters on top of detached garages is permitted.

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 6' to 7' in height) along Ruidosa Downs and Kyle Seale Parkway. All other fences in the Neighborhood will not exceed 6' in height. The Owners of Lots along Ruidosa Downs and Kyle Seale Parkway agree to reimburse Declarant for the cost of constructing the fence not to exceed the sum of \$12.00 per linear foot of the fence on the rear of the Lots along Ruidosa Downs 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 outer fence adjacent to Ruidosa Downs and Kyle Seale Parkway. This easement is granted for the purpose of insuring that the outer fence adjacent to Ruidosa Downs and Kyle Seale Parkway, area adjacent to the outer fence adjacent to Ruidosa Downs 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 Village at Sonoma Ranch". No Person who owns a Lot may use the name "The Village at Sonoma Ranch" in marketing or advertising without the express permission of Declarant.

## 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 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

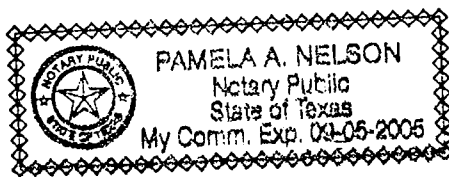
By: ABG DEVELOPMENT, LTD., a Texas limited partnership, general partner

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 15<sup>th</sup> day of November, 2001, 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 Recoding Return To:  
Mr. Ronald W. Hagauer  
Attorney at Law  
745 E. Mulberry, Suite 850  
San Antonio TX 78212