

MARATHON TITLE COMPANY

OFF: 1002635 \$15 DS

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

STATE OF TEXAS §

Doc# 2803223705

COUNTY OF BEXAR §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SONOMA RANCH SUBDIVISION, UNIT 1B (the "Supplemental Declaration") is made this 14<sup>th</sup> day of January, 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 1B of Sonoma Ranch Subdivision as more fully described in the plat recorded at Volume 9556, Page 72, Official Public Records of Real Property, Bexar County, Texas; and

Whereas, Declarant has heretofore subjected Unit 1A of Sonoma Ranch Subdivision as more fully described in the plat recorded at Volume 9552, Pages 117-120, Official Public Records of Real Property, Bexar County, Texas ("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 the Supplemental Declaration of Covenants, Conditions and Restrictions for Sonoma Ranch Subdivision recorded in Volume 9139, Pages 1205, Official Public Records of Real Property, Bexar County, Texas ("Unit 1A Supplemental 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 Unit 1B into the Sonoma Ranch Subdivision, make it part of the Neighborhood and supplement and amend the terms of the Declaration with respect to Unit 1B and to thereby impose upon the present and future owners of land

VOL 9807 P 1889

within Unit 1B additional binding covenants to run with the ownership of all land within Unit 1B;

Now, Therefore, Declarant hereby annexes Unit 1B into the scheme of the covenants, conditions and restrictions of the Declaration. Unit 1B shall become a part of the Neighborhood and Unit 1B 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

### 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 Lots in Unit 1B shall be constructed, developed, occupied and used subject to and in accordance with all of the covenants, conditions and restrictions of Unit 1A Supplemental Declaration and Unit 1B shall be part of the Neighborhood except as follows:

2.1 Setback Requirements. All Lots that are contiguous to Kyle Seale Parkway will have a 40' rear yard setback instead of the 20' rear yard setback required for the other Lots

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. Hardly-plank or similar cement fiber products shall not be considered stucco, brick veneer, or stone for purposes of this paragraph.

2.3 Fences. 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 Kyle Seale

Parkway. The Owners of Lots along 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 Kyle Seale Parkway.

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

*[Handwritten signature of A. Bradford Galo]*

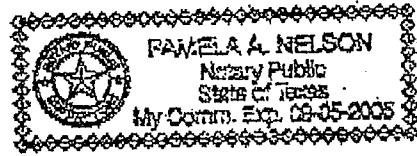
By: A. Bradford Galo  
Its: President

STATE OF TEXAS §  
                                  §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 29<sup>th</sup> day of January, 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.

*[Handwritten signature of Pamela A. Nelson]*  
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



REC-9807 M1091

NOV 9 8 07 AM 1899

Any person herein who affects the sale, or use of the described real property because of any fraud and wrong done hereunder law STATE OF TEXAS, COUNTY OF BEXAR I hereby certify that this instrument was FILED in the Public Records of the State of Texas at the time and place herein by the act and PROCEDURE in the Official Public Record of Bexar County, Texas etc.

Doc # 20030223706  
\* Page 4  
11/31/2003 02:39:19 PM  
Filed & Recorded in  
Official Records of  
BEXAR COUNTY  
SERRY RICKERT  
COUNTY CLERK  
Fees \$15.00

JAN 31 2003



*Serry Rickert*  
COUNTY CLERK BEXAR COUNTY, TEXAS