

SCANNED

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SONOMA RANCH SUBDIVISION, UNIT 4A SAN ANTONIO, TEXAS

STATE OF TEXAS

COUNTY OF BEXAR

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SONOMA RANCH SUBDIVISION, UNIT 4A (the "Supplemental Declaration") is made this ____ day of April, 2005, 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 4A of Sonoma Ranch Subdivision (the "Neighborhood") as more fully described in the plat recorded at Volume 9564, Pages 208 and 209, Deed and Plat Records, 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; and

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; and

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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:

A. <u>Setback Requirements</u>. 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:

Side Yard	Front Yard	Rear Yard
10'	35'	30'

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 35' front setback shall be at the sole and absolute discretion of the ACC.

- B. <u>Size of Dwelling</u>. The total floor area of the primary structure of any Living Unit shall not be less than two thousand four hundred (2,400) square feet, if one-story, and two thousand eight hundred (2,800) square feet if more than one-story. Total floor area shall be exclusive of open porches, breezeways, carports, garages and other outbuildings.
- C. <u>Construction Requirements</u>. 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.
- D. <u>Roofing Material</u>. 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.

- E. Garages, Sidewalks and Driveways. Each dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. All garages shall open to the side of the Lot upon which it is built. Except that a garage may open to the front or rear of the Lot if the topography or dimensions of the Lot are such that it is not practical or feasible to construct a side entry garage or the garage is detached. Such determination of the practicality or feasibility for a side entry garage shall be at the sole and absolute discretion of the ACC. All driveways must accommodate two (2) conventional automobiles for off-street parking, and shall be constructed of concrete with a washed gravel finish. Sidewalks are not required to be constructed in Unit 3C.
- F. <u>Fences</u>. 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. As an alternative, King Ranch fences are allowed on the rear of lots which are adjacent to a greenbelt with ACC approval.
- G. <u>Light Poles</u>. Division 4.7 of the Declaration is deleted and the following Division is substituted in its place:

Division 4.7 <u>Light Poles</u>

Section 4.7.1 <u>Installation and Hook Up</u>. Declarant shall install light poles and a 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 <u>Designation of Lots</u>. 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 4, Block 19, Unit 4A Lot 2, Block 21, Unit 4A Lot 19, Block 21, Unit 4A

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.

ARTICLE II GENERAL PROVISIONS

- 2.1 <u>Conflict with Declaration</u>. 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 <u>Definitions</u>. 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:

Name: A. Bradford Galo

Title: President

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 15th day of April, 2005, by A. BRADFORD GALO, President of GALO, INC., a Texas corporation, on behalf of

said corporation in its capacity as General Partner of ABG DEVELOPMENT, LTD., a Texas limited partnership, 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

PAMELA A. NELSON Notary Public State of Texas My Comm. Exp. 03-05-2005

mion herein which restricts the sale, or use of the described real HOPMONT THE ENT WITH LITTLE LITE SHEW, OF USE OF LITE DESCRIPTION THE PROPERTY OF LITE OF LITE DESCRIPTION OF LITE OF LITE OF LITTLE LI STATE OF TEXAS, COUNTY OF BEXAR ATE OF TENNS, CHART IT OF DENNY Breby cartly that thee instrument was FILED in File Number Si say savury una unas inserument was FILEU in File number Sequence of the time stamped hereon by me and was duly RECORDED (Official Public Record of Real Property of Becar County, Texas or:

COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20050092203 Fees: \$22.00 04/29/2005 11:49AM # Pages 5 Filed & Recorded in the Official Public Records of BEXAR COUNTY GERRY RICKHOFF COUNTY CLERK