

**SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
CRESTA BELLA UNIT 7A ENCLAVE**

NOTICE:

Every Owner of residential property located within Cresta Bella shall be subject to the covenants, restrictions, and affirmative obligations contained in the Amended and Restated Master Declaration, Fourth Amended and Restated Residential Declaration and any applicable Supplemental Declaration specific to a Unit, as well as each additional document which may amend or supplement the Governing Documents of Cresta Bella. Supplemental documents may include, without limitation, covenants, conditions, restrictions, rules, regulations, design guidelines, and policies that may be duly adopted and implemented by the Declarant or the Association from time to time. Each of the documents forms an integral part of the Governing Documents of the Association. Each Owner and Resident shall be subject to Cresta Bella Governing Documents without exception.

The Governing Documents contain strict requirements and obligations for the payment of assessments and for the construction, placement or modification of any Improvement of any Lot. These obligations are secured by a lien against the Lot which may be foreclosed pursuant to the Fourth Amended and Restated Residential Declaration, subject to Texas law. Each Owner or prospective Owner is advised to carefully review all such requirements as adherence to these requirements is mandatory.

**SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
CRESTA BELLA UNIT 7A ENCLAVE**

THIS SUPPLEMENTAL DECLARATION of Covenants, Conditions and Restrictions for Cresta Bella Unit 7A Enclave is made this 29th day of November, 2016 by 242 Cresta Bella Ltd., a Texas limited partnership for the purposes set forth herein.

WITNESSETH:

WHEREAS, BP Hwy 10 San Antonio, Ltd., filed the plat of record on the 31st day of October, 2008 in Volume 9598 Pages 40-44, Deed and Plat Records of Bexar County, Texas, establishing the development known as "Cresta Bella"; and

WHEREAS, BP Hwy 10 San Antonio, Ltd., has heretofore filed of record that certain instrument styled Cresta Bella Master Declaration of Protective Covenants, Conditions and Restrictions, as amended from time to time, recorded on December 8, 2008 in Volume 13780, Page 2425 of the Official Public Records of Bexar County, Texas, which creates a uniform plan for improvement, development and sale of Lots and imposes certain restrictions on use and which provides for the jurisdiction, authority, powers, assessments, liens and powers of enforcement of the Cresta Bella Master Association, Inc. and the Cresta Bella Homeowners Association, Inc.; and

WHEREAS, BP Hwy 10 San Antonio, Ltd. transferred all its Declarant rights to 242 Cresta Bella, Ltd. in that certain Assignment of Declarant's Rights, recorded on October 3, 2011 in Volume 15164, Page 1721 of the Official Public Records of Bexar County, Texas; and

WHEREAS, the Master Declaration was amended and restated by that Amended and Restated Master Declaration and Agreement of Protective Covenants, Restrictions and Easements, recorded on December 22, 2011 in Volume 15277, Page 466 of the Official Public Records of Bexar County, Texas; and as re-recorded on January 6, 2012 in Volume 15301, Page 1317 of the Official Public Records of Bexar County, Texas; and

WHEREAS, the Amended and Restated Master Declaration and Agreement provided for the development of Cresta Bella as Residential Homeowner Lots, strictly limited to use for single family residential purposes only and Commercial Lots for multifamily, condominium and/or other commercial uses, subject to the limitations set forth in the Governing Documents; and

WHEREAS, the Cresta Bella Homeowners Association, Inc. was incorporated under the laws of the State of Texas as a non-profit corporation (File Number: 801000964) for the purpose of maintaining and administering the Common Facilities, administering and enforcing the covenants and restrictions, collecting and disbursing the assessments and

charges and the preservation of the values and amenities in the residential community known as Cresta Bella, an Enclave, copies of its Certificate of Formation and Bylaws having been filed for record on May 8, 2014 in Volume 16668, Page 739 of the Official Public Records of Bexar County, Texas; and

WHEREAS, Declarant caused to be recorded that certain Fourth Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements, recorded on April 12, 2016 in Volume 17794, Page 342 of the Official Public Records of Bexar County, Texas; and

WHEREAS, Declarant caused to be recorded in Volume 9705, Pages 147-151 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 140286 establishing the residential unit known as Cresta Bella, Unit 7A Enclave; and

WHEREAS, as permitted by Article III, Section 3.4(a) of the Fourth Amended and Restated Residential Declaration, Declarant wishes to file this Supplemental Declaration of Protective Covenants, Conditions and Restrictions annexing, as applicable, and restricting the Property and the Lots therein as hereinafter stated and this Supplemental Declaration is supplementary and in addition to provisions of the Amended Master Declaration, the Fourth Amended and Restated Residential Declaration and any amendments thereto, for the residential unit known as Cresta Bella, Unit 7A Enclave; and

NOW, THEREFORE, Declarant declares that the residential unit known as Cresta Bella, Unit 7A Enclave, is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to (i) all of the protective covenants, conditions, restrictions and easements, contained in the Governing Documents and all of the protective covenants, conditions, restrictions and easements in this Supplemental Declaration, all of which shall run with the Property, shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each such party; and (ii) that each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the collective easements, covenants, conditions and restrictions, regardless of whether or not the same are set forth or referred to in said contract or deed, provided that in the event of any discrepancy between the terms of this Supplemental Declaration and any terms of the Amended Master Declaration or Fourth Amended and Restated Residential Declaration, the terms of this Supplemental Declaration shall govern and prevail.

ARTICLE I **DEFINITIONS**

The definitions set forth in the Amended and Restated Master Declaration and the Fourth Amended and Restated Residential Declaration are hereby incorporated by reference, unless said terms are otherwise defined, amended or supplemented herein.

Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the meanings hereinafter specified. In the event of a conflict or discrepancy between the definitions in the Amended and Restated Master Declaration, and the

Fourth Amended and Restated Residential Declaration with the definitions herein, the definitions herein shall control as to the Property subject of this Supplemental Declaration.

1.1 Amended and Restated Master Declaration. "Amended and Restated Master Declaration" shall mean that Amended and Restated Master Declaration and Agreement of Protective Covenants, Restrictions and Easements, recorded on December 22, 2011 in Volume 15277, Page 466 of the Official Public Records of Bexar County, Texas; and as re-recorded on January 6, 2012 in Volume 15301, Page 1317 of the Official Public Records of Bexar County, Texas.

1.2 Common Facilities. "Common Facilities" shall mean all of the following areas or facilities within or adjacent to the Property: (i) the Private Roadways including any entry houses and gates built thereon (ii) the median landscaped areas of the public roads located within (or adjacent to) the Property (iii) the Open Areas (iv) the Park Areas (v) the Drainage Areas (vi) all property held by the Residential Association for the benefit of more than one (1) Owner and/or the Property in general (vii) utility easements (viii) retaining walls constructed by Declarant, whether on property owned by the Association or by individual Lot owners and (ix) any such other area, property or facilities that the Residential Association may designate as Common Facilities, provided, however, that the term "Common Facilities" shall not include (a) any property which the Residential Association acquires as the result of a foreclosure (or deed in lieu thereof) for non-payment of Assessments or (b) any Master Common Area. In the event that any public right-of-way within the Property is vacated, then the areas included in the vacated right-of-way shall be added to the Common Facilities. The conveyance of the Common Facilities owned by Declarant to the Residential Association shall be at the discretion of the Declarant. When conveyed, the Common Facilities owned by Declarant shall be conveyed in fee simple and free of indebtedness. Nothing herein shall be construed as requiring Declarant to construct any amenity facilities upon any of the Common Facilities.

1.3 Declarant. "Declarant" shall mean 242 Cresta Bella Ltd., a Texas limited partnership or its successors or assigns; provided that any assignment of the rights of Declarant must be expressly set forth in writing and the mere conveyance of a portion of the Property without written assignment of the rights of Declarant shall not be sufficient to constitute an assignment of the rights of Declarant.

1.4 Fourth Amended and Restated Residential Declaration. "Fourth Amended and Restated Residential Declaration" shall mean that certain Fourth Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements, recorded on April 12, 2016 in Volume 17794, Page 342 of the Official Public Records of Bexar County, Texas.

1.5 Governing Documents. "Governing Documents" shall mean all documents adopted and filed of record in the Official Public Records of Bexar County, Texas, or filed in the Office of the Secretary of State of the State of Texas, as applicable, that govern the establishment, maintenance or operation of Cresta Bella and the Residential Association, including, without limitation, the certificate of formation of the Residential Association, the bylaws of the Residential Association, the Amended and Restated Master Declaration, the Fourth Amended and Restated Residential Declaration, this Supplemental Declaration and any rules, regulations, policies and procedures of the Residential Association, as each may be amended, restated or supplemented from time to time.

1.6 Member. "Member" shall mean any person or entity owning a Residential Homeowners Lot and as such, a member of the Residential Association and subject to the duties and obligations imposed by the Governing Documents, including but not limited to, Article II of the Fourth Amended and Restated Residential Declaration.

1.7 Open Areas. "Open Areas" shall mean all greenbelt and open areas shown on any plat of any part of the Property, including the Open Space/Permeable Drainage Easement (6.825 acre Tree Save Area) being Lot 903, Block 21, NCB 18333, and the private street known as Bella Cloud being Lot 999, Block 20, NCB 18333 as shown on Subdivision Plat Establishing Cresta Bella Unit 7A Enclave, Plat No. 140286, recorded in Volume 9705, Pages 147-151 of the Deed and Plat Records of Bexar County, Texas.

1.8 Plat. "Plat" shall mean the Subdivision Plat Establishing Cresta Bella Unit 7A Enclave, recorded in Volume 9705, Pages 147-151 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 140286.

1.9 Property. "Property" shall mean (a) all that approximately 12.726 acres, more or less, of real property shown on the Subdivision Plat Establishing Cresta Bella Unit 7A Enclave, recorded in Volume 9705, Page 147-151 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 140286; and, together with (b) any additional real property that later becomes subject to this Supplemental Declaration by way of annexation or amendment to this Supplemental Declaration or otherwise, less and except any portion of any of the foregoing that has been dedicated to the public.

1.10 Residence. "Residence" shall mean and refer to a single family residence and its attached or detached garage situated on a Lot.

1.11 Residential Homeowner Lots or Lots. "Residential Homeowner Lots" or "Lots" shall mean the Lots described in Exhibit A and any additional Lots intended for single-family residential use that later become subject to this Supplemental Declaration.

1.12 Restrictions. "Restrictions" shall mean this Supplemental Declaration, as from time-to-time in effect and from time to time amended, and those imposed in the Amended and Restated Master Declaration and the Fourth Amended and Restated Residential Declaration, as amended.

1.13 Supplemental Declaration. "Supplemental Declaration" shall mean this Supplemental Declaration.

ARTICLE II

DESIGNATION OF UNIT

2.1 Identification of Subdivision. The Property subject to this Supplemental Declaration shall be commonly known as "The Enclave II".

ARTICLE III

GENERAL RESTRICTIONS

All of the Property and any right, title or interest therein shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the Governing Documents, as amended, and the following covenants, conditions and restrictions set out below. All improvements constructed on any Lot shall be constructed in accordance with the provisions of the Governing Documents, including but not limited to, architectural and construction guidelines established from time to time by the Declarant and/or the Architectural Review Committee. EACH OWNER, BUILDER AND CONTRACTOR IS ADVISED TO REVIEW THE GOVERNING DOCUMENTS PRIOR TO THE CONSTRUCTION OF ANY IMPROVEMENT WITHIN CRESTA BELLA TO ENSURE THEIR STRICT COMPLIANCE WITH THE TERMS AND PROVISIONS THEREOF.

THIS SUPPLEMENTAL DECLARATION IS SUPPLEMENTARY AND IN ADDITION TO PROVISIONS OF THE AMENDED AND RESTATED MASTER DECLARATION, THE FOURTH AMENDED AND RESTATED RESIDENTIAL DECLARATION, AND ANY AMENDMENTS THERETO, FOR THE PROPERTY.

3.1 Compliance with Governing Documents. Each Owner, his or her family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Governing Documents as the same may be amended from time to time. Failure to comply with any of the Governing Documents shall constitute a violation of the Governing Documents and may result in a fine against the Owner, subject to the limitations imposed by the Texas Property Code, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by Declarant or the Board of Directors on behalf of the Residential Association. Without limiting any rights or powers of the Residential Association, the Board of Directors may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of the Governing Documents, including, but not limited to, exercise self-help rights to cure or abate any violation, including entering onto the relevant Lot to do so without liability for trespass and the Owner whose violation has been so remedied shall be personally liable to the Residential Association for all costs, expenses and reasonable attorney's fees for effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Residential Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or eighteen percent (18%) per annum, whichever is lower) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Fourth Amended and Restated Residential Declaration for Assessments and may be collected by any means provided in the Fourth Amended and Restated Residential Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot. Each such Owner shall indemnify and hold harmless the Residential Association and their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Residential Association's acts or activities under this *Section 3.1* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Residential Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Residential Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

3.2 Timing for Commencement and Completion of Construction.

(a) Construction on a Lot by a Builder Member, utilizing plans approved in writing by the Architectural Review Committee must be commenced within twelve (12) months of such approval. If the construction is not commenced in accordance with the preceding sentence, the approval granted by the Architectural Review Committee will be void. Further, construction by a Builder Member, once commenced, must be completed within twelve (12) months of such commencement. If the construction has not commenced or been completed in accordance with the preceding sentences, the Builder Member will be subject to a fine of Five Hundred and No/100 Dollars (\$500.00) per month plus eighteen percent (18%) interest on any amounts not paid by the due date. The charges will commence on the first (1st) day of the thirteenth (13th) month from the date of the submittal approval or the thirteenth (13th) month from the date of commencement of construction, as applicable, and continue on the first (1st) day of each month thereafter until the default is cured. Failure to pay all amounts owed will result in a lien[s] being filed on the subject Lot and subject to enforcement as herein provided. If a Builder Member is in default of this *Section 3.2*, the Architectural Review Committee, in its sole discretion, shall have the option to refuse acceptance of any submittals for additional projects by the Builder Member until the default is cured.

(b) Any individual Lot Owner in Cresta Bella Unit 7A Enclave shall be required to commence construction with a "Qualified Homebuilder" within fifteen (15) months from the date of the Lot purchase. All Lot Owners shall complete construction within twelve (12) months of the Commencement Date of construction. If the construction has not commenced or been completed in accordance with the preceding sentences, the Owner will be subject to a fine of Five Hundred and No/100 Dollars (\$500.00) per month plus eighteen percent (18%) interest on any amounts not paid by the due date. The Charges shall commence on the first (1st) day of the sixteenth (16th) month following the date of the Lot purchase or the thirteenth (13th) month from the date of commencement of construction, as applicable, and continue on the first (1st) day of each month thereafter until the default is cured. Failure to pay all amounts owed will result in a lien[s] being filed on the subject Lot. For the purposes herein, the Commencement Date shall be considered the date the Owner or Qualified Builder first initiates the clearing of the Lot in preparation for construction. Completion Date shall be considered the date the exterior of the Residence, landscaping and all other approved Improvements are fully completed according to the approved plans and specifications.

(c) Once construction by a Builder Member or an Individual is commenced, completion must be diligently pursued as discussed in *Sections 3.2 (a) and (b)* above. If the landscaping, Improvement exterior and/or driveway are not completed within the allotted construction period as set forth in *Sections 3.2 (a) and (b)* above, and the continuation of such default thirty (30) days after receipt of written notice, as required by the Texas Property Code, from the Residential Association of the existence of such default and an opportunity to cure, the Residential Association shall, upon approval by the Board of Directors, have the right, power and authority, but not the obligation, to enter upon the relevant Lot, without liability to the Member or any occupant of such Residential Homeowner Lot in trespass or otherwise, and complete the exterior of the Residence, the landscaping and all other approved Improvements and may charge the defaulting Member the cost thereof as a Specific Assessment against the Residential Homeowner Lot. The defaulting Member shall reimburse the Residential Association immediately after receipt of a statement setting forth such cost, and in the event of such Member's failure to pay any such cost, the amount thereof and any reasonable attorneys'

fees and costs and court costs shall be a Specific Assessment against the relevant Residential Homeowner Lot, which shall be collected in the same manner as any Assessment provided for in this Fourth Amended Residential Declaration. The Residential Association shall have authority to complete the landscaping, Improvement exterior and driveway as the Residential Association may deem appropriate, not necessarily in accordance with the approved plans and specifications. Any Charges which may become due under this *Section 3.2* may be charged against any deposits of the Owner or Builder as may be determined by the Architectural Review Committee, in its sole discretion.

ARTICLE IV

CONSTRUCTION RESTRICTIONS

4.1 Construction Activities. This Supplemental Declaration shall not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by a Builder or Owner upon or within Cresta Bella. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Supplemental Declaration by reason of reasonable noise, dust, presence of vehicles or construction machinery, or similar activities, provided that such construction is pursued uninterrupted to completion with reasonable diligence and conforms to usual practices in the area. During construction, the Builder shall clean up all trash and debris on the Lot daily. The Builder shall keep the private street adjacent to the Lot free of trash, debris, building materials, concrete or runoff. A dumpster and port-a-potty shall be present at all times during construction in a location approved or designated by the Architectural Review Committee, but in no event shall either be closer than ten feet (10') from the private street abutting the Lot. The port-a-potty door at all times must face away from any private street. In the event that construction upon any Lot or the maintenance thereof does not conform to usual practices in the area as determined by the Architectural Review Committee in its sole and reasonable judgment, the Architectural Review Committee will have the authority to assess fines and/or seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of weeds, trash or debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Cresta Bella, then the Architectural Review Committee, after statutory notice, may contract for or cause such Lot to be maintained and/or debris to be removed, and the Owner of the Lot will be liable for all reasonable expenses incurred in connection therewith. At the discretion of the Architectural Review Committee, Construction Guidelines may be adopted and amended from time to time.

4.2 Location of Improvements. Unless otherwise approved in advance by the Architectural Review Committee, all Improvements, including but not limited to, the garage, main Residence structure, outbuildings, pools and other Improvements shall be constructed on a Lot according to the setback requirements hereinafter set forth in *Section 4.3*. In any event, the location of the Improvements and structures shall comply with all applicable government codes. The Declarant shall have complete authority to amend this *Section 4.2* at its sole discretion. The Architectural Review Committee shall be specifically empowered to require or to grant variances with respect to the location of Improvements, so long as the location of the Improvements will not encroach upon any other lot, utility easement or public right-of-way or result in any Residence being located closer than ten feet (10') from the Residence on another Lot. For any requested variance, the Architectural Review Committee shall require a detailed submittal for the

Improvements subject of the variance, including but not limited to, an engineered set of plans and specifications as may be specified by the Architectural Review Committee, at its sole discretion. In no event may any Improvement or structure be constructed or maintained upon any utility or other easement.

4.3 Setback Lines. All Residences, buildings, pools, outbuildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with the setback lines hereby established and those shown on any Subdivision Plat, if any, unless otherwise approved by the Architectural Review Committee or otherwise required by a governmental authority. In no event shall any such Residence, building or other structure be constructed, placed or maintained on any Lot within the setbacks without a written variance from the Architectural Review Committee. For any approvals for the preceding, the Architectural Review Committee shall prepare and record, at Owner's expense, a written variance setting forth the approved setback. Eaves of buildings shall not be deemed to be a part of a building or structure, but steps, decks and porches shall be deemed to be a part of a building or structure for the purpose of this covenant. The designated setbacks for each Lot within the Property shall be as follows:

<u>NCB</u>	<u>LOT</u>	<u>BLOCK</u>	<u>ADDRESS</u>	<u>SETBACKS (FEET)</u>			
				<u>FRONT</u>	<u>REAR</u>	<u>LEFT SIDE</u>	<u>RIGHT SIDE</u>
18333	13	21	7135 BELLA CLOUD	10	20	10	5
18333	14	21	7131 BELLA CLOUD	10	20	5	5
18333	15	21	7127 BELLA CLOUD	10	20	5	5
18333	16	21	7123 BELLA CLOUD	10	20	5	5
18333	17	21	7119 BELLA CLOUD	10	20	5	5
18333	18	21	7115 BELLA CLOUD	10	20	5	5
18333	19	21	7111 BELLA CLOUD	10	20	5	5
18333	20	21	7107 BELLA CLOUD	10	20	5	5
18333	21	21	7103 BELLA CLOUD	10	20	5	5
18333	22	21	7102 BELLA CLOUD	10	20	5	5
18333	23	21	7106 BELLA CLOUD	10	20	5	5
18333	24	21	7110 BELLA CLOUD	10	20	5	5
18333	25	21	7114 BELLA CLOUD	10	20	5	5
18333	26	21	7118 BELLA CLOUD	10	20	5	5
18333	27	21	7122 BELLA CLOUD	10	25	5	5
18333	28	21	7126 BELLA CLOUD	10	26	5	5
18333	29	21	7130 BELLA CLOUD	10	26	5	5
18333	30	21	7134 BELLA CLOUD	10	26	5	5

Notes: Side lot lines are delineated by a view from the front of the lot to determine left and right.

4.4 Minimum Size Limitation. All Residences must be of new construction and new materials and must conform to all applicable governmental requirements. The total floor area of the Residence shall be not less than two thousand five hundred (2,500) square feet for a one (1) story dwelling and two thousand eight hundred (2,800) square feet if more than one (1) story with the ground floor having not less than one thousand eight hundred (1,800) square feet. The total floor area shall be exclusive of open or screened porches, terraces, patios, decks, driveways and garages. Notwithstanding the preceding, the Architectural Review Committee may grant variances from compliance with the minimum square footage requirements, when in the opinion of the Architectural Review Committee, in its sole discretion, such variance is justified based on special facts and circumstances.

4.5 Masonry Requirements; Foundation Shielding; Chimneys. Unless otherwise expressly approved by the Architectural Review Committee, the first and second floor elevations of each Residence must be constructed of one-hundred percent (100%) masonry, exclusive of roofs, eaves, soffits, windows, gables, doors, garage doors and trim work. For the purposes herein, masonry construction shall be limited to stucco and natural stone. The front elevation of the Residence shall have not less than thirty percent (30%) natural stone combined with stucco, excluding windows, doors and garage doors. The finish shall be "sand" or "smooth" finish. If the elevation design includes natural stone that extends to the corner of the front and side of the Residence, the natural stone shall wrap the corner and extend down the side wall for not less than ten feet (10') at the same height of the natural stone on the front elevation. Brick, synthetic or prefabricated masonry and masonry veneers or panels are strictly prohibited. Any portion of the foundation that is exposed above six inches (6") above finished grade must be concealed by extending the exterior stucco or stone to within six inches (6") of the finished grade. For all chimneys erected on any Residence constructed on a Lot, all sides of the chimney must be constructed of one-hundred percent (100%) stucco or native stone.

4.6 Side Elevations: Each Residence constructed on a Lot shall, in addition to other architectural requirements imposed by the Architectural Review Committee, shall have a minimum of five (5) windows with a total square footage of not less than thirty (30) square feet on each side elevation unless otherwise approved in writing by the Architectural Review Committee.

4.7 Roofing Materials and Pitch. Roofs shall be constructed of clay or concrete tile, or metal using standing seam. Asphalt shingles are prohibited. The color of the tile or metal must be approved by the Architectural Review Committee. The roof pitch shall be a minimum of 6:12, unless otherwise approved in writing by the Architectural Review Committee.

4.8 Garages. All garages shall be approved in advance of construction by the Architectural Review Committee. The Improvements on each Lot must contain a private, enclosed garage capable at all times of housing not less than two (2) automobiles. No carports or other open automobile storage units will be permitted. No garage may be permanently enclosed or otherwise used for habitation. The orientation of the opening into a garage (i.e., side-entry or front-entry) must be approved in advance by the Architectural Review Committee and must comply with the setback requirements contained in *Section 4.3* above.

4.9 Driveways and Sidewalks. The design and location of all driveways must be approved by the Architectural Review Committee prior to construction. The driveway must be wide enough to accommodate two (2) automobiles parked side by side, but no narrower than twelve feet (12'). The driveway must be long enough to accommodate a full size vehicle or pickup truck without

any portion of the vehicle blocking any portion of the sidewalk contiguous to the driveway. The Owner of each Lot shall construct, at such Owner's sole cost and expense, simultaneously with the construction of the Residence, a four foot (4') wide sidewalk in and along the front boundary contiguous to the street. The sidewalk shall be extended from Lot line to Lot line and shall follow the pattern of the incoming sidewalks (as proposed or built) on adjacent Lots. Owners of corner Lots shall install such sidewalks in and along the side boundary contiguous to a street as required for front sidewalks. The sidewalks shall comply with all applicable Federal, State, County and City regulations respecting sidewalk construction specifications. Any public utility easements provided along front and side Lot lines may be used for construction of the sidewalks with the prior written approval of the Architectural Review Committee and if required, any utility companies furnishing utility service through such easements. The concrete finish for the sidewalks and driveways shall be a "rock salt finish" as such term is known in Bexar County, Texas. Stained concrete is prohibited unless specifically approved by the Architectural Review Committee, in its sole discretion. After inspection and acceptance by the Association, the Association shall be responsible for the maintenance and repair of the sidewalk adjacent to such Owner's Lot after construction. The Owner shall be responsible for maintenance of other flatwork on Owner's Lot.

4.10 Fences. Fences shall be erected on each Lot in accordance with the requirements hereinafter stated. The fences shall be six feet (6') in height and shall be constructed of cedar pickets or wrought iron, as required for the following specified Lots. All fences shall have the "good side" exposed (double faced), both interior and exterior. No fence erected on any Lot shall extend forward of a setback of ten feet (10') from a line parallel with the front wall of the Residence. All wrought iron fencing shall be consistent of the same height, design, pattern, color and type of materials as established by the Architectural Review Committee. All wood fencing shall be constructed of:

Standard Wood Fencing:

- (i) four inch (4") by four inch (4") pressure treated vertical wood posts;
- (ii) six foot (6') by six inch (6") #2 or better Real cedar pickets;
- (iii) three (3) rail system;
- (iv) one inch (1") by four inch (4") cedar wood trim;
- (v) one inch (1") by six inch (6") cedar kick (rot) board; and
- (vi) stained with Sherwin Williams Woodscapes Bark #3511.

Upgraded Wood Fencing:

- (i) four inch (4") by four inch (4") pressure treated vertical wood posts;
- (ii) six foot (6') by six inch (6") Real cedar pickets;
- (iii) three (3) rail system;
- (iv) two inch (2") by six inch (6") cedar wood cap;
- (v) one inch (1") by four inch (4") cedar wood trim;
- (vi) one inch (1") by six inch (6") cedar kick (rot) board; and
- (vii) stained with Sherwin Williams Woodscapes Bark #3511.

Wrought Iron Fencing:

- (i) Ameristar Montage Majestic ProFusion Welded ATF, galvanized steel, black powder coated, 20 year;

- (ii) Three railed, double ring option;
- (iii) Ameristar Montage Plus Pool, Pet & Play fencing may be used with written approval from the Architectural Review Committee.

Lot Fencing:

Fencing Requirements Unit 7A				I = Wrought Iron UW = Upgraded Wood UW/GS = Upgraded Wood (Good Side Out) W = Wood W/GS = Wood (Good Side Out			
<u>NCB</u>	<u>LOT</u>	<u>BLOCK</u>	<u>ADDRESS</u>	<u>FENCING</u>			
				<u>FRONT</u>	<u>REAR</u>	<u>LEFT SIDE</u>	<u>RIGHT SIDE</u>
18333	13	21	7135 BELLA CLOUD	I	I	W	W
18333	14	21	7131 BELLA CLOUD	I	I	W	W
18333	15	21	7127 BELLA CLOUD	I	I	W	W
18333	16	21	7123 BELLA CLOUD	I	I	W	W
18333	17	21	7119 BELLA CLOUD	I	I	W	W
18333	18	21	7115 BELLA CLOUD	I	I	W	W
18333	19	21	7111 BELLA CLOUD	I	I	W	W
18333	20	21	7107 BELLA CLOUD	I	I	W	W
18333	21 9	21	7103 BELLA CLOUD	I	I	W	W
18333	22	21	7102 BELLA CLOUD	I	I	W	W
18333	23	21	7106 BELLA CLOUD	I	I	W	W
18333	24	21	7110 BELLA CLOUD	I	I	W	W
18333	25	21	7114 BELLA CLOUD	I	I	W	W
18333	26	21	7118 BELLA CLOUD	I	I	W	W
18333	27	21	7122 BELLA CLOUD	I	I	W	W
18333	28	21	7126 BELLA CLOUD	I	I	W	W
18333	29	21	7130 BELLA CLOUD	I	I	W	W
18333	30	21	7134 BELLA CLOUD	I	I	W	W

Notes: Side lot lines are delineated by a view from the front of the lot to determine left and right.

Specific Rear Fence Placement:

Lots 18-19, Block 21
 Lots 24-25, Block 21

The referenced Lots have a rear retaining wall on the rear portion of each Lot. Fences shall be constructed on the upper portion of the Lot as close to the retaining wall as reasonably possible. Fencing on the lower portion of these specified Lots between the base of the retaining wall and the rear boundary is strictly prohibited. The lower portion of each Lot shall not be improved in any manner and shall be left in a natural state other than maintenance of natural vegetation. The Association shall be responsible for maintaining the lower portion of each Lot as a Common Facility and the costs thereof shall be a general expense of the Association and shall not be allocated to the Lot Owners.

Specific Side Fence Placement:

Lot 13, Block 21
Lots 27-29, Block 21

The referenced Lots have a retaining wall on the downhill side of each Lot. Fences shall be constructed on the top portion of each retaining wall on the downhill side as close to the retaining wall as reasonably possible. Fencing on the lower portion of the walls for these specified Lots between the base of the retaining wall and the downhill residence is strictly prohibited. The Association shall be responsible for wall maintenance and the costs thereof shall be a general expense of the Association and shall not be allocated to the Lot Owners. Each Lot Owner shall be responsible for maintenance of the Owner's Lot other than the physical retaining wall.

For all lots in Cresta Bella with Declarant constructed retaining walls, installation of fence posts on or over a retaining wall shall be located inside existing sonotubes, if present.

Notwithstanding the foregoing, the Architectural Review Committee may in its sole discretion prohibit the construction of any proposed fence, modify the requirements as to how slats of a wood fence shall face, adjust the height of the fence and the transition to meet with other fencing, specify the materials of which any proposed fence must be constructed or any other modifications as determined by the Architectural Review Committee.

4.11 Landscaping. In addition to the landscaping requirements of the Fourth Amended and Restated Residential Declaration, each Lot shall screen any utility transformers, boxes, HVAC units, pool equipment or other equipment with plants, bushes or vegetation as approved in writing by the Architectural Review Committee. All other landscaping requirements set forth in the Fourth Amended and Restated Residential Declaration shall apply.

ARTICLE V
EASEMENTS

5.1 Retaining Walls. In addition to all easements established by the Amended and Restated Master Declaration and the Fourth Amended and Restated Residential Declaration, the Association shall have an easement for retaining walls constructed within Cresta Bella by the Declarant. The Association, shall, at its sole discretion, enter upon any Lot and perform maintenance, repairs and/or replacement of any retaining walls constructed by the Declarant. The duty and obligation for the maintenance, repair and/or replacement of any of the retaining

walls shall be limited to maintenance, repair and/or replacement caused by normal wear and tear or from damage by third parties. Such duties and obligations shall not include repair, maintenance or replacement caused by the intentional or unintentional acts of the Owners of the Lot on which the retaining wall is located or their invitees, agents, representatives, contractors, employees or anyone under their supervision or control. The Association shall have no duty or obligation to maintain, repair or replace a retaining wall built by any party other than Declarant.

5.2 Construction Easement. The Association is hereby reserved a construction easement and right-of-way over and across Owner's Lot for the purpose of maintaining, repairing and/or replacing any retaining wall constructed by Declarant. The rear lot wall easement shall be twenty feet (20') wide and being ten feet (10') on either side of the retaining wall. The side lot wall easement shall be ten feet (10') wide and being five feet (5') on either side of the retaining wall. The easement shall be perpetual in duration. The Association shall promptly restore any property or Improvements damaged as a result of the maintenance, repair and/or replacement of the retaining wall performed by the Association on Owner's Lot, at the Association's sole cost and expense, to its nearest condition as existed immediately prior to any such maintenance, repair and/or replacement as is reasonably practicable unless such condition was such that it required correction to avoid further damage to the retaining wall. The Association shall remove any debris resulting from the work performed on Owner's Lot. Provided however, the Association shall not be liable or indemnify Owners against damage to Improvements, including but not limited to, landscaping, flower beds, play equipment or other personal property or fixtures, located in the area in close proximity reasonably necessary for the maintenance, repair and/or replacement of the retaining wall. Owners shall not construct any Improvements that interfere with access to the retaining wall for maintenance, repair or replacement. Any damages caused to the retaining wall by Owners failing to adhere to the requirements herein shall result in the Owners being responsible for any such damages.

ARTICLE V

ENFORCEMENT

5.1 Enforcement by Declarant. Declarant is hereby granted the right and authority to enforce each and every term and condition of this Supplemental Declaration during the Development Period or as long as Declarant owns any property in Cresta Bella. This right of enforcement shall include the right, power and authority to file suit for damages or for injunction, mandatory or prohibitory, to compel compliance with the provisions of this Supplemental Declaration.

5.2 Enforcement by the Residential Association. The Residential Association is hereby granted the right and authority to enforce each and every term and condition of this Declaration during and after the Development Period. This right of enforcement shall include, but not limited to, the right, power and authority to (i) assess fines; (ii) file suit for damages or for injunction, mandatory or prohibitory; (iii) to exercise self-help rights to cure or abate any violation, including entering onto the relevant Lot to do so without liability for trespass violation; (iv) suspend a Member's right to use Common Facilities and (iv) to compel compliance with the provisions of the Fourth Amended and Restated Residential Declaration and this Supplemental Declaration through other legal remedies. The Residential Association shall also have the right to bring an action for an Expedited Foreclosure pursuant to the Texas Property Code or at law to

foreclose the lien established by this Supplemental Declaration to secure the payment of the Assessments. All costs associated with enforcement by the Residential Association shall be levied as a Specific Assessment against the relevant Residential Homeowner Lot or Other Residential Lot, as applicable.

5.3 Enforcement by the Members. In the event the Declarant or the Residential Association fails to enforce the Governing Documents, each Member is hereby granted the right and authority to enforce each and every term and condition of the Governing Documents during and after the Development Period by filing suit for damages or for injunction, mandatory or prohibitory, to compel compliance with the provisions of the Governing Documents.

5.4 No Waiver. Failure on the part of Declarant, the Residential Association or any Member to take any action upon any default hereunder shall not be deemed a waiver of any such Person's right to take enforcement action hereunder, and any waiver by Declarant or the Residential Association of any matter shall be waiver of only such matters as are addressed in a written waiver and shall not constitute a waiver of any other matter not specifically so addressed.

ARTICLE VI **INDEMNITY**

6.1 Release and Indemnity. EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE RESIDENTIAL ASSOCIATION AND DECLARANT AND THEIR OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY COMMON FACILITIES. EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE RESIDENTIAL ASSOCIATION AND DECLARANT AND THEIR OFFICERS, MANAGERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF AN OWNER, OR SUCH OWNER'S GUESTS, TENANTS, LICENSEES, EMPLOYEES, SUBCONTRACTORS, USE OF OR DAMAGE TO ANY COMMON FACILITY (INCLUDING ANY COST, FEES, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE RESIDENTIAL ASSOCIATION'S OR DECLARANT'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE RESIDENTIAL ASSOCIATION'S OR DECLARANT'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

NEITHER THE RESIDENTIAL ASSOCIATION NOR DECLARANT SHALL ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE WHICH IS OCCASIONED BY USE OF ANY COMMON FACILITY, AND IN NO CIRCUMSTANCE SHALL WORDS OR ACTIONS BY THE RESIDENTIAL ASSOCIATION OR DECLARANT CONSTITUTE AN IMPLIED OR EXPRESS REPRESENTATION OR WARRANTY REGARDING THE FITNESS OR CONDITION OF ANY COMMON FACILITY.

**ARTICLE VII
AMENDMENT TO SUPPLEMENTAL DECLARATION**

7.1 Initial Imposition of Restrictions. This Supplemental Declaration is intended by Declarant to subject the Property to all of the protective covenants, conditions, restrictions and easements, contained in the Governing Documents and all of the protective covenants, conditions, restrictions and easements in this Supplemental Declaration, all of which shall run with the Property, shall be binding on all parties having any right, title, or interest in or to the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each such party.

7.2 Amendment. The Declarant specifically reserves the right and power during the Development Period to unilaterally amend, supplement and/or restate this Supplemental Declaration without the consent or approval of any Member, Owner, mortgagee or interested third party. After the Development Period, this Supplemental Declaration may be amended by Class A members by a vote of sixty seven percent (67%) of the total membership of the Residential Association.

**ARTICLE VIII
DECLARATION**

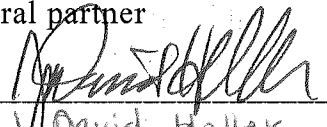
8.1 Governing Documents. Except as specifically supplemented or amended hereby, the Amended and Restated Master Declaration and the Fourth Amended and Restated Residential Declaration and all terms, conditions and restrictions thereof shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration the day and year first above written.

Declarant:

242 CRESTA BELLA, LTD.,
a Texas limited partnership

By: 242 Cresta Bella GP, LLC,
a Texas limited liability company,
its general partner

By: 
Name: J. David Heller

Title: Manager

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 29 day of November 2016 by J DAVID Heller, of 242 Cresta Bella GP, LLC, a Texas limited liability company, general partner of 242 Cresta Bella, Ltd., a Texas limited partnership, on behalf of said limited partnership.



KELLY LEE BROWN
Notary Public
State of Ohio
My Commission Expires
September 27, 2020

Kelly Brown
Notary Public, State of Texas Ohio

Exhibit A
Legal Description of the Residential Homeowner Lots

Cresta Bella Unit 7A Enclave:

Lots 13 through 30, Block 21, NCB 18333, , all as shown on the Subdivision Plat Establishing Cresta Bella Unit 7A Enclave, recorded in Volume Volume 9705, Page 147-151 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 140286.

Doc# 20160235972
Pages 19
11/30/2016 3:19PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$94.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
11/30/2016 3:19PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff