

**SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
CRESTA BELLA UNIT 4B 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 on 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 4B ENCLAVE**

THIS SUPPLEMENTAL DECLARATION of Covenants, Conditions and Restrictions for Cresta Bella Unit 4B Enclave is made this 4th day of February, 2019 by 242 Cresta Bella Ltd., a Texas limited partnership for the purposes set forth herein.

W I T N E S S E T H :

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 the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 170346 establishing the residential unit known as Cresta Bella, Unit 4B 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 4B Enclave; and

NOW, THEREFORE, Declarant declares that the residential unit known as Cresta Bella, Unit 4B 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 Developer. "Developer" shall mean Rialto Homes, LP, or a wholly owned subsidiary, the purchaser of the Property for the purposes of development of single-family residential lots and construction of Residences by Developer for resell to third-party consumer homeowners.

1.5 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.

1.6 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.

1.7 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.

1.8 Open Areas. "Open Areas" shall mean all greenbelt and open areas shown on any plat of any part of the Property, including the Private Drainage Easement (Open Space/Permeable 1.151 acre Tree Save Area) being Lot 905, Block 21, NCB 18333, the Open Space/Permeable (0.179 acre Tree Save Area) being Lot 907, Block 21, NCB 18333 and the private street known as Bella Mist being Lot 999, Block 20, NCB 18333 as shown on Subdivision Plat Establishing Cresta Bella Unit 4B Enclave, Plat No. 170346, as recorded in the Deed and Plat Records of Bexar County, Texas.

1.9 Plat. "Plat" shall mean the Subdivision Plat Establishing Cresta Bella Unit 4B Enclave, as recorded in the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 170346.

1.10 Property. "Property" shall mean (a) all that approximately 6.698 acres of land, of real property shown on the Subdivision Plat Establishing Cresta Bella Unit 4B Enclave, as recorded in the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 170346; 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.

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

1.12 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.

1.13 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.

1.14 Subdivision. "Subdivision" shall mean and refer to the Lots and Common Areas as shown on Plat No. 170346 establishing Cresta Bella Unit 4B Enclave, recorded in the Deed and Plat Records of Bexar County, Texas.

1.15 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 "Villas II at Cresta Bella".

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, DEVELOPER, 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 its 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) The provisions applicable to the construction of Residences within the Subdivision are applicable to Developer, the only permitted builder in the Subdivision, unless otherwise approved in writing by Declarant. In the event Declarant, at the request of Developer, approves any other builder to build in the Subdivision, the approved builder shall be subject to the Amended Master Declaration, the Fourth Amended and Restated Residential Declaration and any amendments thereto, and this Supplemental Declaration. Any reference to "Builder" herein refers to only Builders

(b) No construction of any building, fence or other structure or improvement of any character shall be erected, constructed, placed, added to, removed, demolished, modified or altered on any Residential Homeowner Lot until the building plans and specifications, including dimensions, exterior elevations, exterior colors and all exterior materials therefor and the location of the proposed structure, pavement, fences, sidewalks and landscaping have been submitted to and approved by the Architectural Review Committee. At Developer's option, Developer may elect to submit the proposed plans and specifications for Developer's product on a collective basis prior to the commencement of construction of the first Residence. If the proposed plans are approved on a collective basis, ten (10) days before a Developer commences construction of a Residence, Developer shall submit a plot plan showing the placement of a Residence on a Lot, identifying the exact floor plan that is to be built, color of paint, stone, brick, roof colors and materials. No Residence with the same front elevation may be constructed on any Lot located within two (2) of the Lots or directly across the street from a Residence with the same front elevation without written consent of the Architectural Review Committee. All plan submittals, review fees and deposits shall be in compliance with the requirements of the Master Declaration and the Fourth Amended and Restated Residential Declaration. Developer shall not be required to pay plan approval fees. Once construction of a Residence is commenced, it must be completed within twelve (12) months of such commencement. If the construction is not completed in accordance with the preceding sentences, the Developer 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 commencement of construction 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 Developer 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 Developer until the default is cured. Notwithstanding the foregoing, the monetary penalties contemplated hereinabove shall not apply in cases where delays are beyond Developer's control (ie. force majeure, moratoriums and other extenuating circumstances) subject to approval by Declarant. Any requested extension of time shall be submitted to Declarant within fourteen (14) days of the

occurrence of a delay outside the Developer's Control for approval by Declarant, such approval shall not be unreasonable withheld.

(c) Once construction of a Residence is commenced, completion must be diligently pursued as discussed in *Sections 3.2 (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 (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 Declarant or the Residential Association of the existence of such default and an opportunity to cure, the Declarant and/or the Residential Association shall, upon approval by the Board of Directors for the Residential Association to act, 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 the Fourth Amended and Restated 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 Developer 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 Developer or Builder 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 Developer or Builder shall clean up all trash and debris on the Lot daily. The Developer or 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*. Additionally, none of the preceding identified structures shall be constructed nor any clearing of land be performed within the twenty-foot (20') drainage easement for Lots 79-86 Block 21, New City Block 18333, all as shown on the Subdivision Plat Establishing Cresta Bella Unit 4B Enclave, as recorded in the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 170346. 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 Subdivision shall be as follows:

<u>Front Setback</u>	<u>Rear Setback</u>	<u>Left Setback</u>	<u>Right Setback</u>
15 feet	15 feet	5 feet	5 feet

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 one thousand eight hundred (1,800) square feet for a one (1)

story dwelling and two thousand two hundred (2,200) square feet if more than one (1) story with the ground floor having not less than one thousand five hundred (1,500) 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, doors, garage doors and trim work. For the purposes herein, masonry construction shall be limited to stucco and natural stone. Brick may be used as a minor accent. The determination of whether the brick accent is minor as used herein shall be determined by the Architectural Review Committee, in its sole discretion. The front elevation of the Residence shall have not less than twenty percent (20%) natural stone combined with stucco, excluding windows, doors and garage doors. 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 18 inches (18") at the same height of the natural stone on the front elevation. Brick, synthetic or prefabricated masonry and masonry veneers or panels such as hardy board/plank or similar products are strictly prohibited. Any portion of the foundation that is exposed above thirty-six inches (36") above finished grade and visible from the street must be concealed by extending the exterior stucco or stone to within thirty-six inches (36") of the finished grade. The remaining exposed foundation must be finished concrete. 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 Roofing Materials and Pitch. Roofs shall be constructed of clay or concrete tile, slate or non-reflective 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 5:12, unless otherwise approved in writing by the Architectural Review Committee.

4.7 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. If there are no compelling reasons to deny a front entry garage, as determined in the sole discretion of the Architectural Review Committee, front entry garages shall be permitted.

4.8 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. Developer shall install and construction all sidewalks that are contiguous to the curbs throughout the Subdivision. 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.

4.9 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 (metal posts shall also be permitted);
- (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.

Upgraded Wood Fencing:

- (i) four inch (4") by four inch (4") pressure treated vertical wood posts (metal posts shall also be permitted);
- (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.

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.

4.10 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 Developer or Owner, provided the construction of the retaining wall was approved by the Architectural Control Committee. 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 Developer or an Owner as stated above. 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 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 VI ENFORCEMENT

6.1 Enforcement by Declarant. Declarant is hereby granted the right and authority to

enforce each and every term and condition of this Supplemental Declaration as long as Declarant owns any property in Cresta Bella. Developer shall also have the right of enforcement against future Owners. 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.

6.2 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.

6.3 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.

6.4 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 VII **INDEMNITY**

7.1 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 VIII AMENDMENT TO SUPPLEMENTAL DECLARATION

8.1 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.

8.2 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 IX DECLARATION

9.1 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.

ARTICLE X MISCELLANEOUS

10.1 Assignment of Declarant. Notwithstanding any provision in this Declaration to the

contrary, Declarant may in writing filed of record referring to this Declaration by volume and page number, expressly assign, in whole or in part, any of its privileges, exemptions, rights and duties under this Declaration to any other Person or entity and may permit the participation, in whole or in part, by any other Person or entity in any of its privileges, exemptions, rights and duties hereunder. Upon assignment by Declarant of any or all of Declarant's rights, the Declarant shall no longer be liable for performance of such assigned rights provided that the assignee expressly assumes in the recorded assignment the obligations of Declarant that are assigned.

10.2 Construction of this Instrument:

A. Restrictions Severable. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

B. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

C. Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any of the paragraphs, sections or Articles hereof.

D. Gender and Grammar. The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

E. Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one (1) or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern.

10.3 Notice by Association. **Whenever written notice to a Member of the Association is permitted or required hereunder, such shall be given by the mailing of such to the address of such Member appearing on the records of the Association, unless such Member has given written notice to the Association of a different address, in which event such notice shall be sent to the Member at the address so designated.** In such event, such notice shall conclusively be deemed to have been given by the Association by placing same in the United States Mail, properly addressed, whether received by the addressee or not. It is the duty and obligation of the Member to notify the Association in writing of any change of address and the Association has no duty to make inquiry beyond the records of the Association. Owners may also opt to receive notices by email by registering with the Association. All changes of address provided to the Association must be in writing, correspondence or email.

10.4 Omissions. If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this

Declaration shall be omitted here from, then it is hereby declared that such omissions was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

10.5 Term. This Declaration including all of the covenants, conditions and restrictions hereof, shall run with the Property and title thereto shall be effective until December 31, 2064, unless amended as herein provided. After December 31, 2064, this Declaration including all such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least sixty seven percent (67%) of the total Class A votes in the Association.

10.6 Declarant's Disclaimers:

A. Purchase "AS IS". Each prospective purchaser is responsible for thoroughly inspecting and examining the Lot in which he/she is interested and conducting such investigations of such Lot as the prospective purchaser deems necessary to evaluate purchase. By completing the purchase of a Lot, each prospective purchaser is acknowledging that the prospective purchaser is purchasing the Lot on an "as is," "where is" and "with all faults" basis. By purchasing a Lot, each Owner agrees to indemnify and hold harmless Declarant and Developer and its respective partners, officers, directors, contractors, employees and agents from and against any claims, costs, fees, expenses, damages or liabilities that an Owner, his family, employees, guests, contractors and any other invitees may suffer or incur as a result of, arising out of or related to any condition on, in, or under the Lot, including but not limited to the below described caves, sinkholes, streets, trees within or near the street rights-of-way, drainage facilities, projectiles, and other dangerous objects.

B. Geological Features: Natural caves, sinkholes and/or other geological features may exist on some of the Lots in the Subdivision. Each prospective Lot Owner should personally inspect the Lot in which the prospective Owner is interested and/or seek the advice of a professional engineer and/or geological to be assured of the location of any such caves, sinkholes and/or other geological features which may be located thereon. Declarant makes no representation that the Lot shall be suited for any specific intended purpose and it is solely the responsibility of the Owner to perform due diligence inspections and tests, as needed, to determine the suitability of the Lot for the intended purpose.

ARTICLE XI
SAVINGS CLAUSE

Notwithstanding anything contained in this Declaration to the contrary, in the event that any provision contained in this Declaration conflicts with laws of the State of Texas applicable to residential property owner associations and/or residential subdivisions, upon receipt of written notice of such conflict, and provided that legal counsel for the Association concurs in the conclusions set forth in such writing, the Association shall proceed in a manner that is consistent with the applicable law of the State of Texas, and, if necessary, this Declaration may be amended in accordance with applicable law. Notwithstanding anything herein to the contrary, Declarant, during the Development Period and thereafter the Board of Directors, may make any amendment contemplated by this Article XI without the approval of the Members.

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

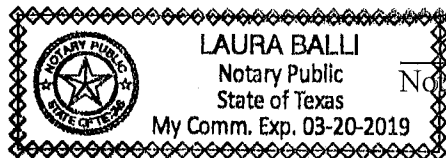
By: 242 Cresta Bella GP, LLC,
a Texas limited liability company,
its general partner

By: 
Name: DAN HULL
Title: Authorized Agent

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 4th day of February 2019 by DAN HULL, Authorized Agent 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.



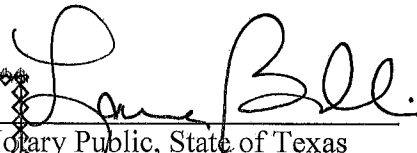

Notary Public, State of Texas

Exhibit A
Legal Description of the Residential Homeowner Lots

Cresta Bella Unit 4B Enclave:

Lots 68 through 86 (both inclusive), Block 21, New City Block 18333, all as shown on the Subdivision Plat Establishing Cresta Bella Unit 4B Enclave, as recorded in the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 170346.

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20190019695
Recorded Date: February 04, 2019
Recorded Time: 3:23 PM
Total Pages: 19
Total Fees: \$94.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 2/4/2019 3:23 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk