

**SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
CRESTA BELLA, UNIT 9B 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 Residential Association from time to time. Each of the documents forms an integral part of the Governing Documents of the Residential 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.

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

**SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
CRESTA BELLA UNIT 9B ENCLAVE**

THIS SUPPLEMENTAL DECLARATION of Covenants, Conditions and Restrictions for Cresta Bella Unit 9B Enclave is made this 27th day of January, 2022 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 Master Declaration 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. is 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 Declarations of Covenants, Conditions and Restrictions for Cresta Bella, an Enclave, Units 3 and 5 and the Cresta Bella Homeowners Association, Inc., recorded on September 21, 2009 in Volume 14181, Page 585 of the Official Public Records of Bexar County, Texas; as re-recorded on September 23, 2009 in Volume 14184, Page 1476 of the Official Public Records of Bexar County, Texas; and re-recorded on September 24, 2009 in Volume 14185, Page 1037 of the Official Public Records of Bexar County, Texas, imposing certain covenants, conditions and restrictions upon the residential units known as Cresta Bella, an Enclave, Units 3 and 5; 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 20001, Pages 548-549 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 180104 establishing the residential unit known as Cresta Bella Unit 9B 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 9B Enclave; and

NOW, THEREFORE, Declarant declares that the residential unit known as Cresta Bella Unit 9B 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 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 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 Master Declaration. "Amended 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 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.

1.3 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.

1.4 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 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.

1.5 Improvements. "Improvements" shall mean every structure and all appurtenances of every type, whether temporary or permanent, including but not limited to buildings, outbuildings, sheds, patios, tennis courts, swimming pools, sport courts, garages, driveways, storage buildings, sidewalks, gazebos, signs, fences, gates, screening walls, retaining walls, stairs, decks, landscaping, landscape improvements, poles, mailboxes, signs, antennas, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, playground equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular satellite or cable television, other utilities, or otherwise.

1.6 Master Declaration. "Master Declaration" shall mean and refer to the 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.

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 Plat. "Plat" shall mean the Subdivision Plat Establishing Cresta Bella Unit 9B Enclave, recorded in Volume 20001, Pages 547-548 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 180104.

1.9 Property. "Property" shall mean (a) a total of 9.838 acres out of a portion of a 242.471 acre tract of land as conveyed to 242 Cresta Bella, Ltd. of record in Volume 12602, Page 1845 Official Public Records of Bexar County, Texas, of real property shown on the Subdivision Plat Establishing Cresta Bella Unit 9B Enclave, recorded in Volume 20001, Pages 547-548 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 180104; 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 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.

1.11 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 Master Declaration and Fourth Amended and Restated Residential Declaration, as amended.

1.12 Supplemental Declaration. "Supplemental Declaration" shall mean this Supplemental Declaration.

ARTICLE II

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 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 MASTER DECLARATION AND THE FOURTH AMENDED AND RESTATED RESIDENTIAL DECLARATION AND ANY AMENDMENTS THERETO, FOR THE PROPERTY.

2.1 Single-Family Residential Use. The Residential Homeowner Lots shall be used solely for private single family residential purposes and there shall not be constructed or maintained thereon more than one (1) detached single family residence. Owners of Lots in Unit 9B are expressly prohibited from subdividing a Residential Lot.

2.2 No Professional, Business, or Commercial Activity. No professional, business, or commercial activity shall be conducted on any Residential Homeowner Lot, except an Owner or occupant of a residence may conduct business activities within a residence so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) the business activity is conducted without the employment of persons other than the residents of the home constructed on the Residential Homeowner Lot; (iii) the existence or operation of the business activity is not in any way visible, apparent or detectable by sight, (i.e., no sign may be erected advertising the business on any Residential Homeowner Lot), sound, or smell from outside the residence; (iv) the business activity does not involve door-to-door solicitation of residents within the Property; (v) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vi) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property as may be determined in the sole discretion of the Board; and (vii) the business does not require the installation of any machinery or equipment other than that customary to normal household operations. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity is engaged in full or part-time; is intended to or does generate a profit; or a license is required.

2.3 Leasing. Leasing or exchanging of a Lot and/or Home (collectively "Leasing") for a period of six (6) months or longer or a temporary lease between Seller and Buyer of a Lot and/or Home shall not be considered a business or trade within the meaning of Section 2.2 above. Rental, Leasing, sub-leasing or exchanging of a Lot and/or Home or any part thereof, including but not limited to, swimming pools, for a period of less than six (6) months shall be considered a short-term rental or home exchange and shall be strictly prohibited. A short-term rental or home exchange includes, but is not limited to: apartment house; boarding house; Bed & Breakfast; residence listed on, or rented or exchanged through, an online service or platform such as Airbnb, Vrbo (Vacation rentals by owner), HomeAway, HomeExchange, Intervac Home Exchange, Love Home Swap, CasaHop, or any company offering or facilitating similar services or platforms for short-term rentals, vacation rentals, weekend or special events rentals, or home

exchanges. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Amended Master Declaration, the Fourth Amended and Restated Residential Declaration, this Supplemental Declaration and all duly adopted rules, regulations, and policies of the Residential Association. The lease shall also obligate and bind the tenant to comply with the foregoing Governing Documents. The Owner shall be responsible and held accountable for the tenant and the tenant's compliance with this Section 2.3. The Owner shall provide the Residential Association a signed copy of the lease within five (5) days of execution by the parties, including contact information for each occupant of the Home. This subsection shall not apply to any activity conducted by Declarant or an Owner engaged in the business of constructing homes for resale who acquires a Residential Homeowner Lot for the purpose of constructing a residence thereon for resale to a third party.

2.4 Timing for Commencement and Completion of Construction.

(a) The Owner of a Lot in Unit 9B, whether an Individual or Builder Member shall not be required to start construction within any specified timeframe. Once construction commences, the construction of the residence must be completed within eighteen (18) months of such commencement. If the construction has not been completed in accordance with the preceding sentences, the Owner or 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 eighteenth (18th) 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 Residential Homeowner Lot and subject to enforcement as herein provided. If a Builder Member is in default of this Section 2.4, 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. For the purposes herein, the Commencement Date shall be considered the date the Owner or Builder Member first initiates the clearing of the Residential Homeowner 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.

(b) Once construction by an Individual or Builder Member is commenced, completion must be diligently pursued as discussed in Sections 2.4 (a) above. If the landscaping, improvement exterior and/or driveway are not completed within the allotted construction period as set forth in Section 2.4 (a) 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 Residential Homeowner 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 2.4, 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 III **CONSTRUCTION RESTRICTIONS**

3.1 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 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 thirty feet (30') 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.

3.2 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 for the front, rear, and side boundary lines according to Exhibit "B" attached hereto. A roof overhang or other architectural projection shall not be deemed a part of the structure for the purposes of this Section, but porches and steps shall be considered a part of the structure. 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 3.2 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 fifty feet (50') from the residence on another Lot. In no event may any improvement or structure be constructed or maintained upon any utility or other easement.

3.3 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 four thousand (4,000) square feet for a one (1) story dwelling and four thousand three hundred (4,300) square feet if more than one (1) story with the ground floor having not less than three thousand (3,000) 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.

3.4 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 fifteen feet (15') 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.

3.5 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.

3.6 Roofing Materials and Pitch. Roofs shall be constructed of flat or barrel tile or standing seam metal. The color of the metal or tile must be approved by the Architectural Review Committee. The roof pitch shall be a minimum of 2:12, unless otherwise approved in writing by the Architectural Review Committee.

3.7 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 three (3) automobiles. Each garage attached to a residence in Unit 9B shall be side loading to the residence unless otherwise approved in writing by the Architectural Review Committee. 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 3.2* above.

3.8 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 any sidewalk contiguous to the driveway. 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 Residential Association, the Residential Association shall be responsible for the maintenance and repair of the sidewalk adjacent to such Owner's Lot after construction. All driveways, entry walks, crossways and driveway turnouts and approaches shall be shown on the site plan submitted for approval of the Architectural Review Committee. Any concrete spilled, poured or washed on a street in connection with the construction of a driveway, entry walk or crossway must be immediately removed, leaving the street clean and unstained.

3.9 Fences. Fences may be erected on each Lot in accordance with the requirements herein, subject to the limitations of the Texas Property Code. The fences shall be six feet (6') in height and shall be constructed of masonry or wrought iron with masonry columns. All wrought iron fencing shall be consistent of the same height, design, pattern, color and type of materials stated below or as established by the Architectural Review Committee.

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

Notwithstanding the foregoing, subject to the limitations of the Texas Property Code, the

Architectural Review Committee may, in its sole discretion prohibit the construction of any proposed fence, modify the requirements column spacing, 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.

3.10 Lot Clearing: In addition to any clearing requirements of the Fourth Amended and Restated Residential Declaration and subject to a maximum allowable clearing limit of 1.5-Acres of clearing on each Lot, each Owner shall build and shall observe the tree preservation requirements and protect existing vegetation within the preservation areas located on the Lots according to Exhibit "C" attached hereto.

3.11 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.

3.12 Recreational Courts, Sports Equipment and Playscapes. No recreational sport court, (i.e. basketball, tennis, etc,) shall be constructed on any Lot unless expressly approved by the Architectural Review Committee. Playscapes, playground equipment, permanent or portable basketball goals or any similar recreational facilities may not be constructed on any Lot without the advance written approval of the Architectural Review Committee.

3.13 Prohibited Activities and Conditions. Article VI, Restrictions on Use set forth in the Fourth Amended and Restated Residential Declaration shall apply to all Residential Lots in Unit 9B Enclave, including but not limited to, Article VI, Section 6.6 (b) prohibiting the raising, breeding or keeping of animals, including but not limited to, livestock, poultry, exotic or dangerous pets of any type that may pose a health or security threat to the community, for any purpose except that dogs, cats and other common household pets (but no more than three adult animals) may be kept, provided that (i) they are not kept, bred or maintained for commercial purposes, (ii) they shall at all times, except when confined within a residence or within the boundaries of the Owner's Residential Homeowner Lot, be restrained by a leash or in a pet carrier or other similar container, (iii) the pet's Owner shall be responsible for cleaning up after such Owner's pet, and (iv) excessive or persistent barking will not be permitted.

ARTICLE IV **ENFORCEMENT**

4.1 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.

4.2 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 Supplemental 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 the Governing Documents 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.

4.3 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.

4.4 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 V AMENDMENT TO SUPPLEMENTAL DECLARATION

5.1 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.

5.2 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 VI
DECLARATION**

Except as specifically supplemented or amended hereby, the Amended 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:

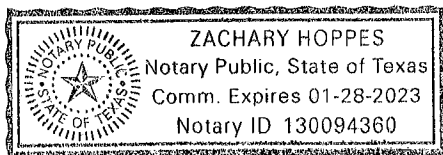
Title:

[Signature]
Daniel Hull
President Construction

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 27th day of January 2022 by Daniel Hull, President 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.



[Signature]
Notary Public, State of Texas

After Recording, Return To:

Michael B. Thurman
Thurman & Phillips, P.C.
4093 De Zavala Road
Shavano Park, Texas 78249
Phone: 210-341-2020

Exhibit A

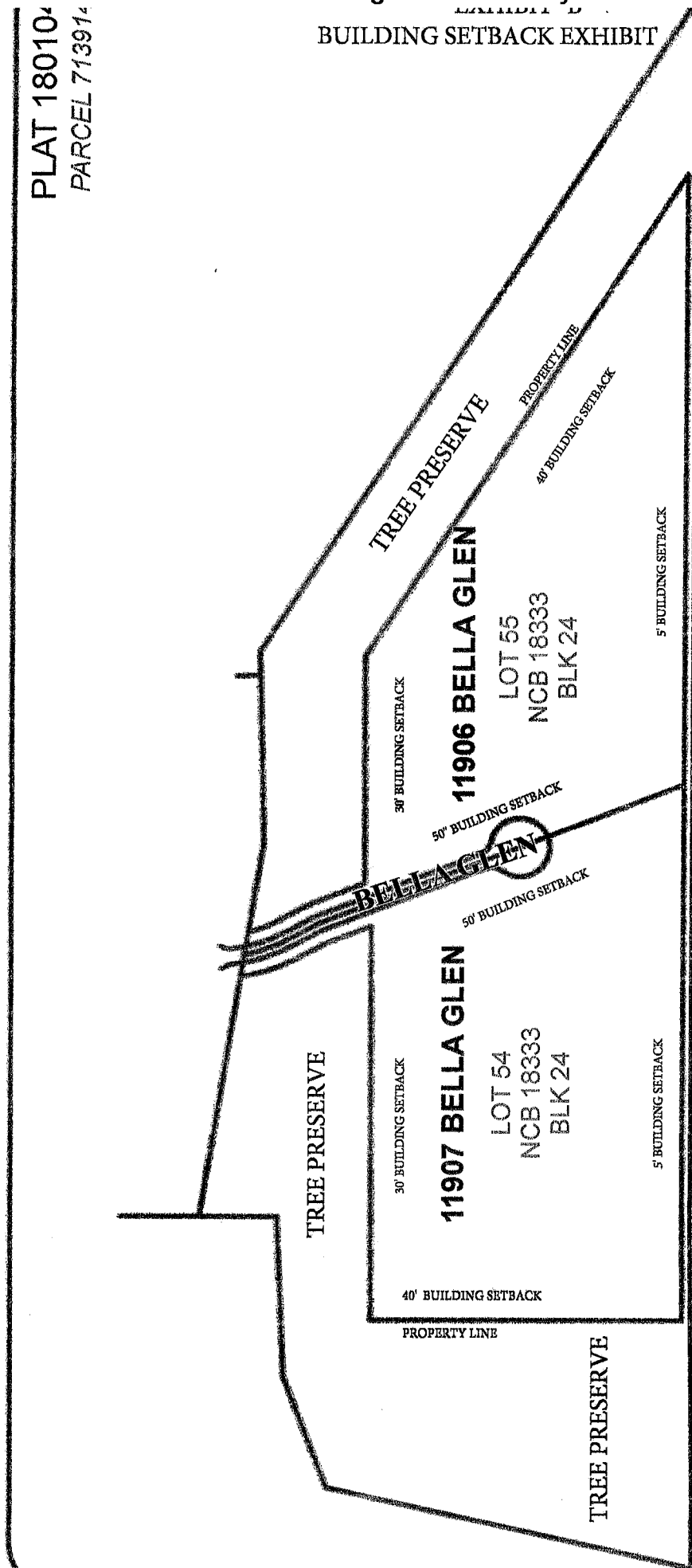
Legal Description of the Residential Homeowner Lots

Cresta Bella Unit 9B Enclave:

Lot 54, Block 24, NCB 18333 (containing 4.896 acres), and Lot 55, Block 24, NCB 18333 (containing 4.556 acres), all as shown on the Subdivision Plat Establishing Cresta Bella Unit 9B Enclave, recorded in Volume 20001, Pages 547-548 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 180104.

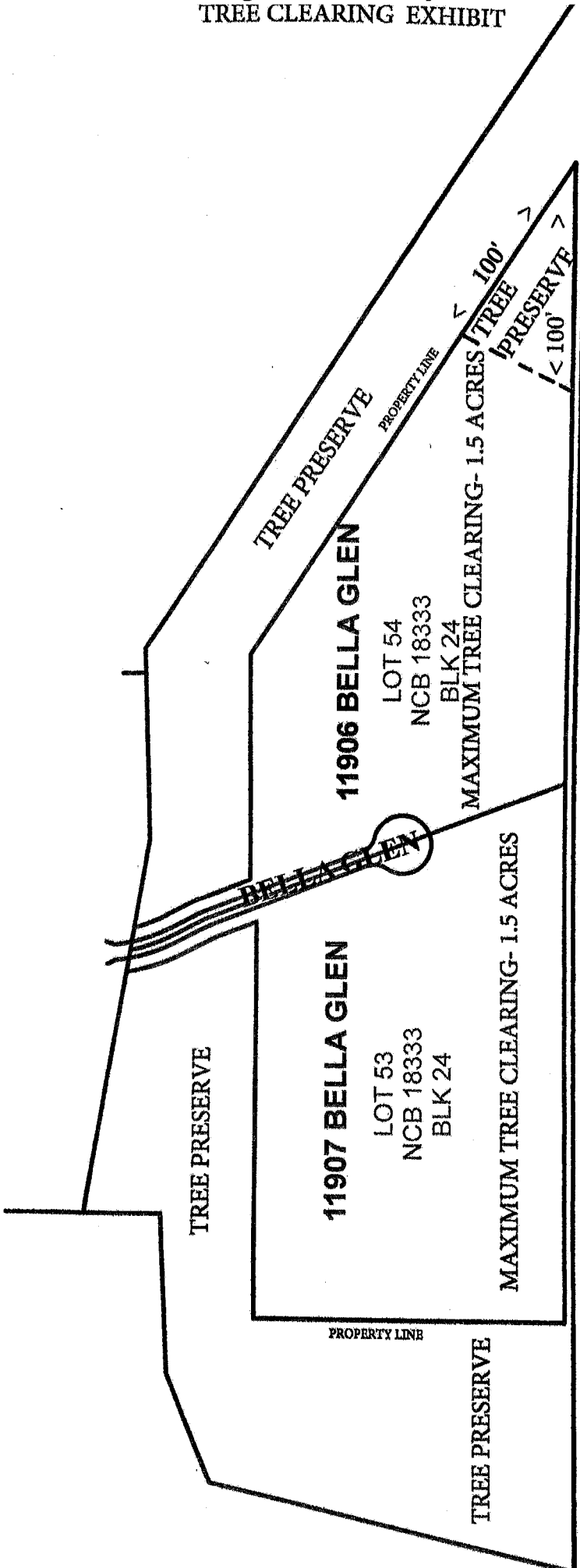
PLAT 180104
PARCEL 713914

BUILDING SETBACK EXHIBIT



TREE CLEARING EXHIBIT

PLAT 1801C
PARCEL 7139



File Information

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

Document Number: 20220025737
Recorded Date: January 31, 2022
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Total Pages: 17
Total Fees: \$86.00

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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: 1/31/2022 3:59 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk