

**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006**  
**OF THE TEXAS PROPERTY CODE**

**THE STATE OF TEXAS                   §**  
**COUNTY OF BEXAR                   §**

BEFORE ME, the undersigned authority, on this day personally appeared CAROLYN THACKER, who, being by me duly sworn according to law, stated the following under oath:

"My name is CAROLYN THACKER. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

Association Management Services is the Managing Agent of Cresta Bella Homeowners Association, Inc. (the "Association"). Association Management Services is the custodian of the records for the Association, and I have been authorized by the Association's Board of Directors to sign this Affidavit.

The Association is a "property owners' association" as that term is defined in *Section 202.001 of the Texas Property Code*. The Association's jurisdiction includes, but may not be limited to, the property subject to:

(a) the 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;

(b) 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;

(c) 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;

(d) that certain Declarations of Covenants, Conditions and Restrictions for Cresta Bella, an Enclave, Unit 4 and the Cresta Bella Homeowners Association, Inc., recorded on March 4, 2010 in Volume 14385, Page 1256 of the Official Public Records of Bexar County, Texas;

(e) that certain Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements, recorded on July 23, 2013 in Volume 16242, Page 979 of the Official Public Records of Bexar County, Texas;

(f) that certain Supplemental Declaration of Protective Covenants, Conditions and Restrictions Cresta Bella, Units 1A Enclave and 2A Enclave, recorded on July 18, 2014 in Volume 16775, Page 1899, of the Official Public Records of Bexar County, Texas, and re-recorded on July 18, 2014 in Volume 16776, Page 412 of the Official Public Records of Bexar County, Texas.

(g) that certain Supplemental Declaration of Protective Covenants, Conditions and Restrictions Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Cresta Bella, Unit 4A-7B Enclave, recorded on August 28, 2014 in Volume 16835, Page 1872 of the Official Public Records of Bexar County, Texas, imposing supplemental covenants, conditions and restrictions upon the residential unit known as Cresta Bella, Unit 4A-7B Enclave;

(h) that certain Supplemental Declaration of Protective Covenants, Conditions and Restrictions Cresta Bella Unit 6A1 Enclave, recorded on January 28, 2015 in Volume 17063, Page 201 of the Official Public Records of Bexar County, Texas; and

(i) that certain Third Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions and Restrictions, recorded on June 4 2015 in Volume 17273, Page 2347 of the Official Public Records of Bexar County, Texas.

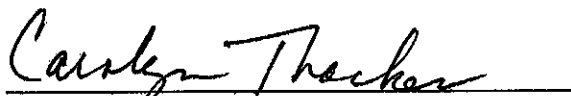
Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

*First Amended and Restated Supplemental Declaration  
of Protective Covenants, Conditions and Restrictions  
Cresta Bella, Units 1A Enclave and 2A Enclave*

The document attached hereto is subject to being supplemented, amended or changed by the Association. Any questions regarding the dedicatory instruments of the Association may be directed to the Association at:

Association Management Services  
1600 NE Loop 410 Suite 202  
San Antonio, Texas 78206  
(210) 829-7202 Office  
(210) 829-5207 Fax  
[Barbara@ams-sa.com](mailto:Barbara@ams-sa.com)

SIGNED on this the 27 day of May, 2015.

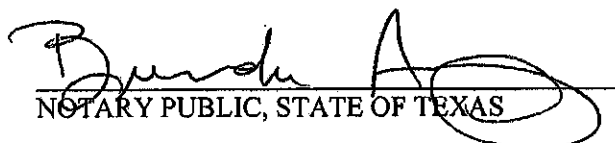
  
CAROLYN THACKER  
Association Management Services  
Managing Agent

**VERIFICATION**

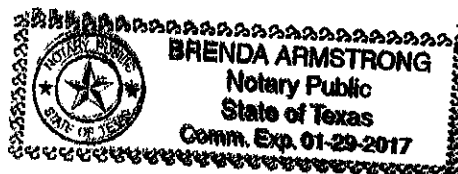
THE STATE OF TEXAS           §  
COUNTY OF BEXAR           §

BEFORE ME, the undersigned authority, on this day personally appeared CAROLYN THACKER, Director of Client Relations of Association Management Services who, after being duly sworn, acknowledged and stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 27 day of May, 2015.

  
NOTARY PUBLIC, STATE OF TEXAS

**After Recording, Return To:**  
Michael B. Thurman  
Thurman & Phillips, P.C.  
8000 IH 10 West, Suite 1000  
San Antonio, Texas 78230



**FIRST AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
CRESTA BELLA, UNITS 1A ENCLAVE AND 2A 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, Third 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 Third 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.

**FIRST AMENDED AND RESTATED SUPPLEMENTAL DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
CRESTA BELLA, UNITS 1A ENCLAVE AND 2A ENCLAVE**

**THIS FIRST AMENDED AND RESTATED SUPPLEMENTAL DECLARATION** of Covenants, Conditions and Restrictions for Cresta Bella, Units 1A Enclave and 2A Enclave is made this 4th day of June, 2015 by 242 Cresta Bella Ltd., a Texas limited partnership for the purposes set forth herein.

**WITNESSETH:**

**WHEREAS**, BP Hwy 10 San Antonio, Ltd., filed the plat of record on the 31st day of October, 2008 in Volume 9598 Page 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 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 nonprofit 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 Third Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements, recorded on June 4, 2015 in Volume 17273, Page 2347 of the Official Public Records of Bexar County, Texas; and

**WHEREAS**, Declarant caused to be recorded in Volume 9669 Page 153-156 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 120423 establishing the residential unit known as Cresta Bella Unit 1A Enclave; and

**WHEREAS**, Declarant caused to be recorded in Volume 9669, Page 157-161 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 120424 establishing the residential unit known as Cresta Bella Unit 2A Enclave; and

**WHEREAS**, Declarant caused to be recorded that certain Supplemental Declaration of Protective Covenants, Conditions and Restrictions for Cresta Bella, Units 1A Enclave and 2A Enclave, recorded on July 18, 2014 in Volume 16775, Page 1899 of the Official Public Records of Bexar County, Texas, re-recorded on July 18, 2014 in Volume 16776, Page 412, imposing supplemental covenants, conditions and restrictions upon the residential units known as Cresta Bella, Unit 1A Enclave and Unit 2A Enclave; and

**WHEREAS**, as permitted by Article III, Section 3.4(a) of the Third Amended and Restated Residential Declaration, Declarant wishes to amend and restate the Supplemental Declaration of Protective Covenants, Conditions and Restrictions Cresta Bella, Units 1A Enclave and 2A Enclave and to file this First Amended and Restated Supplemental Declaration of Protective Covenants, Conditions and Restrictions annexing, as applicable, and restricting the Property and the Lots therein as hereinafter stated and this First Amended and Restated Supplemental Declaration is supplementary and in addition to provisions of the Amended and Restated Master Declaration, the Third Amended and Restated Residential Declaration, and any amendments thereto, for the residential units known as Cresta Bella Unit 1A Enclave and 2A Enclave; and

**NOW, THEREFORE**, Declarant declares that the Lots known as Cresta Bella Unit 1A Enclave and Unit 2A Enclave are and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject 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 First Amended and Restated Supplemental Declaration, all of which shall run with the Property, (i) 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 the Amended and

Restated Master Declaration or Third Amended and Restated Residential Declaration and this First Amended and Restated Supplemental Declaration, the terms of this First Amended and Restated Supplemental Declaration shall govern and prevail.

## **ARTICLE I**

### **DEFINITIONS**

The definitions set forth in the Amended and Restated Master Declaration and the Third 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 or the Third Amended and Restated Residential Declaration with the definitions herein, the definitions herein shall control as to the Property subject of this First Amended and Restated 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 Bulk Rate Contract. "Bulk Rate Contract" shall mean one or more contracts which are entered into by the Residential Association for the provision of landscaping services, trash pick-up and/or security monitoring services to the Lots in La Cima at Cresta Bella.

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 First Amended and Restated Supplemental Declaration. "First Amended and Restated Supplemental Declaration" shall mean this First Amended and Restated Supplemental Declaration.

1.5 Governing Documents. The term "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 Cresta Bella Homeowners Association, Inc., including, without limitation, the certificate of formation of Cresta Bella Homeowners Association, Inc., the bylaws of Cresta Bella Homeowners Association, Inc., the Amended and Restated Master Declaration, the Third Amended and Restated Residential Declaration, and this First Amended and Restated Supplemental Declaration and any rules, regulations, policies and procedures of Cresta Bella Homeowners Association, Inc., as each may

be amended, restated or supplemented from time to time.

1.6 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, antennae, 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, antennae, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular, satellite or cable television, other utilities, or otherwise.

1.7 La Cima at Cresta Bella. "La Cima at Cresta Bella" shall mean the subdivision units subject to this First Amended and Restated Supplement Declaration, referred to as Cresta Bella, Units 1A Enclave and 2A Enclave and identified by the Plats set out in Section 1.12 below.

1.8 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.

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

1.10 Neighborhood Maintenance Area. "Neighborhood Maintenance Area" shall mean the front, sides and rear yards of all Residential Homeowner Lots within Cresta Bella, Units 1A Enclave and 2A Enclave.

1.11 Open Areas. "Open Areas" shall mean all greenbelt and open areas shown on any plat of any part of the Property, including Lot 901, Block 26, NCB 18333 as shown on Subdivision Plat Establishing Cresta Bella, Unit 1A Enclave, recorded in Volume 9669 Page 153-156 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 120423 and Lot 902, Block 26, NCB 18333 as shown on Subdivision Plat Establishing Cresta Bella, Unit 2A Enclave, recorded in Volume 9669, Page 157-161 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 120424.

1.12 Plats. "Plats" shall mean the Subdivision Plat Establishing Cresta Bella, Unit 1A Enclave, recorded in Volume 9669 Page 153-156 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 120423; and the Subdivision Plat Establishing Cresta Bella, Unit 2A Enclave, recorded in Volume 9669, Page 157-161 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 120424.

1.13 Property. "Property" shall mean (a) all that approximately 24.73 acres, more or less, of real property shown on (i) the Subdivision Plat Establishing Cresta Bella, Unit 1A Enclave, recorded in Volume 9669 Page 153-156 of the Deed and Plat Records of Bexar County,

Texas, that certain subdivision plat, Plat No. 120423; and (ii) the Subdivision Plat Establishing Cresta Bella, Unit 2A Enclave, recorded in Volume 9669, Page 157-161 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 120424; together with (b) any additional real property that later becomes subject to this First Amended and Restated Supplemental Declaration by way of annexation or amendment to this First Amended and Restated Supplemental Declaration or otherwise, less and except any portion of any of the foregoing that has been dedicated to the public.

1.14 Residential Homeowner Lots or Lots. The term "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 First Amended and Restated Supplemental Declaration.

1.15 Restrictions. "Restrictions" shall mean this First Amended and Restated 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 Third Amended and Restated Residential Declaration, as amended.

1.16 Supplemental Declaration. "Supplemental Declaration" shall mean that certain Supplemental Declaration of Protective Covenants, Conditions and Restrictions Cresta Bella, Units 1A Enclave and 2A Enclave, recorded on July 18, 2014 in Volume 16775, Page 1899, of the Official Public Records of Bexar County, Texas, and re-recorded on July 18, 2014 in Volume 16776, Page 412 of the Official Public Records of Bexar County, Texas, being amended and restated herein.

1.17 Third Amended and Restated Residential Declaration. "Third Amended and Restated Residential Declaration" shall mean that certain Third Amended and Restated Residential Declaration and Agreement of Protective Covenants, Conditions, Restrictions and Easements, recorded on June 4, 2015 in Volume 17273, Page 2347 of the Official Public Records of Bexar County, Texas.

1.18 Zero-Lot Line Lots. "Zero-Lot Line Lots" means those Residential Homeowner Lots within the Cresta Bella, Units 1A Enclave and 2A Enclave on which residences shall be or have been constructed such that one side of the residence rests directly on the boundary line of an adjoining Lot but the other side of the residence does not rest directly on the boundary line of the opposite adjoining Lot.

## **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 and/or the Architectural Standards established from time to time by the Declarant and/or the Architectural Review Committee. EACH OWNER, BUILDER AND CONTRACTOR IS ADVISED TO REVIEW THE GOVERNING DOCUMENTS PRIOR TO

THE CONSTRUCTION OF ANY IMPROVEMENT WITHIN CRESTA BELLA TO ENSURE THEIR STRICT COMPLIANCE WITH THE TERMS AND PROVISIONS THEREOF.

THIS FIRST AMENDED AND RESTATED SUPPLEMENTAL DECLARATION IS SUPPLEMENTARY AND IN ADDITION TO PROVISIONS OF THE AMENDED AND RESTATED MASTER DECLARATION, THE THIRD 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.

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, regardless of whether or not the provider receives a fee, compensation, or other form of consideration, regardless of whether such activity engaged in is full or part-time; is intended to or does generate a profit; or a license is required.

2.3 Leasing. Leasing of a Residence for a period of six (6) months or longer shall not be considered a business or trade within the meaning of Section 2.2. Rental, leasing or sub-leasing of a Residence or any part thereof for a period less than six (6) months shall be considered a short term rental and shall be strictly prohibited, including but not limited to, rental for weekends, special events, boarding or vacation homes. All leases shall require, without limitation, that the tenant or lessee acknowledge receipt of a copy of the Amended and Restated Master Declaration, the Third Amended and Restated Residential Declaration and this First Amended and Restated Supplemental Declaration, any applicable amendments thereto and all duly adopted rules, regulations, and policies of the Residential Association. The lease shall also obligate and bind the tenant and occupants to comply with the foregoing Governing Documents.

The Owner shall be responsible and held accountable for the tenant, lessee and occupant and their compliance with this Section 2.3 and all other terms and conditions contained in this First Amended and Restated Supplemental Declaration and other Governing Documents. The Owner shall provide the Residential Association a signed copy of the lease within five (5) days of execution by the parties. Failure to do so shall be a violation of this First Amended and Restated Supplemental Declaration. In the event a tenant, lessee or occupant violates any of the terms and conditions of this First Amended and Restated Supplemental Declaration or other Governing Documents of the Residential Association, Owner, after receipt of notice from the Residential Association, shall take such necessary action to cause the tenant, lessee or occupant to comply with and conform to the applicable restrictions, rules, regulations and policies contained in the Governing Documents of the Residential Association. If Owner fails to do so, the Residential Association may elect to proceed with enforcement remedies and Owner shall indemnify the Residential Association for all costs incurred by the Residential Association in connection with the enforcement action. The costs shall be assessed and charged to the Owner's property subject to the enforcement action.

2.4 Neighborhood Maintenance Area. Subject to the following, the Residential Association shall maintain the landscaping within the Neighborhood Maintenance Area which shall include, but not limited to, (i) removal of all litter, trash, refuse and waste resulting from maintenance of the area; (ii) lawn mowing; (iii) tree and shrub pruning up to six feet (6'); (iv) fertilizing and weed control; and (v) such other maintenance as determined by the Residential Association, in its sole discretion. Simultaneously with the construction of the residence on a Residential Homeowner Lot, the Owner shall install landscaping in accordance with the Architectural Review Committee approved landscape plan submitted by Owner which shall be similar in design and appearance for all Lots, as determined within the sole discretion of the Architectural Review Committee. Once all of the landscaping is installed, approved and accepted by the Architectural Review Committee, the Residential Association shall assume the maintenance thereof and reasonably maintain the landscaping according to the Maintenance Program duly adopted by the Residential Association from time to time. The Residential Association may, in its sole discretion, amend the Maintenance Program without notice or approval from any third party. No landscaping changes or additions shall be permitted by Owner without specific written approval of the Architectural Review Committee. The Residential Association shall have no duty or responsibility to replace any landscaping that dies or is in poor condition due to the neglect or negligence of Owner, acts of God or water restrictions imposed by any governmental authority. The Owner is required to and is responsible for the replacement of any landscaping described in the preceding sentence.

2.5 Neighborhood Maintenance Easement. Declarant hereby reserves for the benefit of the Residential Association, its successors or assigns, a Neighborhood Maintenance Easement for the maintenance, replanting, replacement and restoration of landscaping within the Neighborhood Maintenance Area. The Neighborhood Maintenance Easement shall include the front, sides and rear yards within the perimeter boundary of all Lots within La Cima at Cresta Bella. Declarant or its assignees may enter upon the Neighborhood Maintenance Easement for the purposes stated herein without any liability of trespass.

2.6 Neighborhood Maintenance Assessment. All costs associated with maintenance of the Neighborhood Maintenance Area shall be assessed as a Neighborhood Maintenance Assessment to the Owners of the Lots. The Neighborhood Maintenance

Assessment shall be in addition to any other Assessments assessed by the Residential Association to the Owners.

2.7 Owner's Maintenance Easement. Each Owner of a Zero-Lot Line Lot is hereby granted an easement over and across the area on the adjacent Lot that is three (3) feet in width parallel to the common boundary line on which the Owner's Improvements are constructed to the extent reasonably necessary to maintain or reconstruct Improvements located upon such Owner's Zero-Lot Line Lot, subject to the consent of the Owner of the adjoining Lot, and provided that the Owner's use of the easement granted hereunder does not damage or materially interfere with the use of the adjoining Lot. The Owner of the adjoining Lot shall not construct or locate any Improvements in the maintenance easement that unreasonably interfere with Owner's access to maintain or reconstruct Owner's Improvements. The consent to the adjoining Owner will not be unreasonably withheld; however, the adjoining Owner may require that access to his Lot be limited to Monday through Friday, between the hours of 8 a.m. until 6 p.m., and then only in conjunction with actual maintenance or reconstruction activities. If an Owner damages any Improvements (including landscaping) located outside of the maintenance easement upon an adjoining Lot in exercising the easement granted hereunder, the Owner will be required to restore such Improvements to the condition which existed prior to any such damage, at such Owner's expense, within a reasonable period of time not to exceed thirty (30) days after the date the Owner is notified in writing of the damage by the Owner of the damaged Improvements.

2.8 Bulk Rate Contracts. Without limitation, in addition to the powers and duties of the Residential Association contained the Governing Documents, the Residential Association shall have the power to enter into Bulk Rate Contracts at any time and from time to time for the services named herein. The Residential Association may enter into Bulk Rate Contracts with any service providers chosen by the Board in its sole discretion. The Residential Association is specifically empowered to enter into Bulk Rate Contracts to provide landscaping services, trash pick-up and/or security monitoring services to the Lots in La Cima at Cresta Bella. The Bulk Rate Contracts shall be on the terms and provisions as the Board may determine as being in the best interest of the Owners of Lots in La Cima at Cresta Bella. The Residential Association shall, at its option and election, add the charges payable by an Owner under such Bulk Rate Contracts to the Assessments, whether annual, special, specific, Charges or otherwise as determined by the Board, allocated to each Owner of a Lot in La Cima at Cresta Bella. If an Owner fails to pay any Assessment or Charge allocated to Owner's Lot under the terms of any Bulk Rate Contract, then the Residential Association will be entitled to collect such Charges by exercising the remedies for enforcement pursuant to the Third Amended and Restated Residential Declaration, including but not limited to, the power to foreclose the lien against such Owner's Lot in the manner provided therein for failure of an Owner to pay Assessments. In addition, in the event of nonpayment by any Owner of any Charges due from an Owner and after the expiration of fifteen (15) days from the due date, the Residential Association, after five (5) days written notice to the Owner, at its discretion, may terminate, in such a manner as the Board deems appropriate, any service provided at the cost of the Residential Association and not paid for by such Owner directly to the applicable service provider. Such notice shall be mailed or hand delivered at least five (5) days prior to the date of termination or disconnection. The notice shall include the office or street address where the Owner can make arrangements for payment of the Charge and for resumption of the service provided. Any termination or disconnection of a service shall be subject to the limitations and protections provided by the Texas Property Code.

For any services provided pursuant to a Bulk Rate Contract, each Owner acknowledges that interruptions of the services will occur from time to time. The Declarant, Master Association, Residential Association or any of their affiliates, board members, officers,

employees and agents, or any of their successors or assigns shall not be liable for, and no Owner receiving the services shall be entitled to a refund, rebate, discount, credit or offset of any fees associated with the services provided regardless of the cause of the interruption.

**For any services provided pursuant to a Bulk Rate Contract, the Declarant, Master Association, Residential Association or any of their affiliates, board members, officers, employees and agents, or any of their successors or assigns make no warranties or representations whatsoever, whether express or implied, and shall have no liability for any losses or damages suffered by an Owner in anyway related to the services provided.**

### **ARTICLE III**

#### **CONSTRUCTION RESTRICTIONS**

##### **3.1 Timing for Commencement and Completion of Construction.**

(a) Construction on a Lot by a Builder Member, utilizing plans approved by the Architectural Review Committee (whether actual or deemed approved), must be commenced within twelve (12) months of such approval, unless otherwise modified by the Architectural Review Committee. Failure to commence construction by the required date shall result in the Residential Association having the option to assess thereafter on the first day of the month of each month the construction has not commenced a Specific Assessment of Two Hundred Fifty and No/100 Dollars (\$250.00) per month plus eighteen percent (18%) per annum interest on any amounts not paid by the due date. In addition, the approval granted by the Architectural Review Committee shall automatically be void and the plans must be resubmitted for approval before construction may commence. Further, construction by a Builder Member, once commenced, must be completed within twelve (12) months of such commencement. If the construction is not completed in accordance with the preceding sentences, thereafter the Builder Member will be subject to a fine for incompleteness of the home not to exceed 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 day of the thirteenth (13<sup>th</sup>) month from the date of commencement of construction. Failure to pay all amounts owed shall be a Specific Assessment against the Lot and will result in a lien[s] being filed on the subject Lot.

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

other approved Improvements are fully completed according to the approved plans and specifications.

(c) Once construction by a Builder Member or an Owner is commenced, completion must be diligently pursued as discussed in Sections 3.1 (a) and (b) above. If the landscaping, improvement exterior and driveway are not completed within the allotted construction period as set forth in Sections 3.1 (a) and (b) above, and the continuation of such default thirty (30) days after receipt of written notice, as required by the Texas Property Code, from the Residential Association of the existence of such default and an opportunity to cure, the Residential Association shall, upon approval by the Board of Directors, have the right, power and authority, but not the obligation, to enter upon the relevant Lot, without liability to the Member or any occupant of such Residential Homeowner Lot in trespass or otherwise, and complete the exterior of the landscaping, improvement exterior and driveway, 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 Third Amended and Restated Residential Declaration and this First Amended and Restated Supplemental 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.

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 set forth below. Additionally, pools are prohibited in any retaining wall setback as determined by the Architectural Review Committee for each individual Residential Homeowner Lot. A roof overhang or other architectural projection extending beyond a Zero-Lot Line Lot boundary 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 ten feet (10') from the residence on another Lot. In no event may any improvement or structure be constructed or maintained upon any utility or other easement.

No improvement on a Lot shall be constructed within ten feet (10') of the front boundary line for a side load garage and fifteen feet (15') for a front load garage. Additionally, no Improvement on a Lot shall be constructed within twenty feet (20') of the rear boundary line or ten feet (10') of the side boundary line for a Zero-Lot Line Lot and no side setback from the boundary line of a Zero-Lot Line Lot on which the residence is intended to be located as

depicted in the Plat. The side setback for a Residential Homeowner Lot shall be five feet (5'). A roof overhang or other architectural projection shall not be deemed a part of the structure for the purposes of this Section 3.2, but porches and steps shall be considered a part of the structure.

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 two thousand (2,000) square feet for a one (1) story dwelling and two thousand eight hundred (2,800) square feet if more than one (1) story with the ground floor having not less than two thousand (2,000) 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; 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 finish shall be "sand" or "smooth" finish. Brick, synthetic or prefabricated masonry stone and masonry panels are strictly prohibited unless approved in writing by the Architectural Review Committee. 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 Foundation Exposure and Finished Floor Elevation. The Residence and other buildings constructed on the Lot shall, to the extent possible, minimize the amount of exposed foundation below the masonry lug. In any event, no more than six inches (6") of the foundation along the front of the Residence shall be exposed unless covered with stone or stucco or plaster similar to the exterior finish of the Residence. For the sides and rear of the Residence, all exposed portions of the foundation between six inches (6") of grade and the bottom of the stucco shall be painted to match the exterior color of the Residence. All exposed foundation surfaces shall be parged and concealed as required in the preceding sentence. All stucco exteriors shall be fully extended to the more restrictive of the minimum level approved by the City of San Antonio Unified Development Code or this Supplemental Declaration. Any remaining exposed portions of the foundation shall be painted to grade with the approved exterior paint color of the Residence. All foundations shall be a poured concrete slab.

3.6 Roofing Materials and Pitch. Roofs shall be constructed of concrete tile. With written approval of the Architectural Review Committee, a small percentage of the roof may have metal accents. All other materials are prohibited unless approved in writing by the Architectural Review Committee. The color of the tile must be approved by the Architectural Review Committee. The roof pitch shall be a minimum of 6:12, unless otherwise approved in writing by the Architectural Review Committee.

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

3.9 Fences. Fences shall be erected on the rear boundary line of each Lot in accordance with the requirements hereinafter stated. All other fencing is optional and must be approved by the Architectural Review Committee. The fences shall be six feet (6') in height and shall be constructed of wrought iron. 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, as follows:

Wrought Iron Fencing:

- (i) Galvanized steel or aluminum, black powder coated, 20 year
- (ii) Three railed and pickets 4" on center, double ring option

3.10 Landscaping. In addition to the landscaping requirements of the Third 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 Third Amended and Restated Residential Declaration shall apply.

3.11 Swimming Pools/Spas. Any swimming pool or spa constructed on a Lot must be enclosed with a wrought iron fence or other approved device completely surrounding the swimming pool/spa which, at a minimum, satisfies the City Code and all other applicable Governmental Authority requirements. Swimming pool bubble tops or enclosures are prohibited. Swimming pool filter tanks shall be fully screened from view of all streets and other Lots or buried in conformity with applicable governmental rules and regulations. Pool/spa fencing shall be installed prior to the completion of the construction of the pool/spa. Nothing in this Section is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable Governmental Authority's regulations concerning swimming pool/spa enclosure requirements. All plans for swimming pools/spa, and all related fencing and construction, must be submitted to the Architectural Control Committee for approval prior to the start of construction. All submittals shall include plans, specifications, location, elevation and dimensions of the swimming pool and all related Improvements, together with the plumbing and excavation disposal plan. The location of a pool or spa is subject to this First Amended and Restated Supplemental Declaration. When swimming pool or spa construction accompanies the initial construction of a Residence, such plans, specifications and scaled site plan shall accompany the submission of plans for the Residence. Above ground pools are strictly prohibited. For the purposes herein, the Architectural Control Committee, in its sole discretion, determine if a pool is considered "above ground". A swimming pool that is constructed in ground but has a portion of the pool above ground due to the topography of the Lot shall not be considered an above ground pool. The Architectural Control Committee shall determine the maximum portion of the pool that may extend above ground in the described circumstances. The Owner shall be responsible for all necessary temporary erosion control measures required during swimming pool construction on said Lot to insure that there is no erosion into the streets, lakes, tanks, or other Lots. In no event shall swimming pools be drained or permitted to discharge water into the streets, lakes, tanks, or other Lots.

3.12 Address Markers. Each Residence must contain an address identification marker in a location as close to a lighted area as practical. The location, design and materials used for address identification markers on each residence must be approved in advance of installation by the Architectural Control Committee.

3.13 Decks. Decks shall be permitted in the backyard of a Lot, subject to setback restrictions. All designs, materials, colors, sizes and appearance of decks must be approved in writing by the Architectural Review Committee. All decks must be constructed in such a manner to fully screen the supporting structure from view from any other Lot.

## **ARTICLE IV**

### **INDEMNITY**

4.1 Release and Indemnity. EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE MASTER ASSOCIATION, 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 MASTER ASSOCIATION'S, 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 MASTER ASSOCIATION, RESIDENTIAL ASSOCIATION NOR THE 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 V AMENDMENT TO SUPPLEMENTAL DECLARATION**

5.1 Initial Imposition of Restrictions. This First Amended and Restated 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 First Amended and Restated 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 to unilaterally amend, supplement and/or restate this First Amended and Restated Supplemental Declaration without the consent or approval of any Member, Owner, mortgagee or interested third party.

**ARTICLE VI  
DECLARATION**

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

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

**Declarant:**

**242 CRESTA BELLA, LTD.,**  
a Texas limited partnership

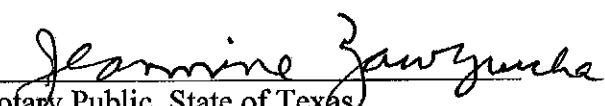
By: 242 Cresta Bella GP, LLC,  
An Ohio limited liability company,  
its general partner

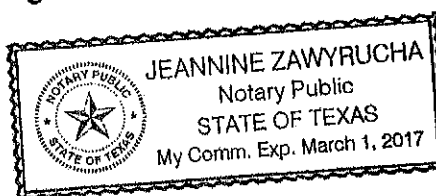
By:   
DAVID PARKERSON,  
Authorized Agent

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 4th day of June 2015 by DAVID PARKERSON, Authorized Agent for 242 Cresta Bella GP, LLC, an Ohio 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 1A Enclave:

Lots 43 through 57, Block 26, NCB 18333, all as shown on the Subdivision Plat Establishing Cresta Bella, Unit 1A Enclave, recorded in Volume 9669 Page 153-156 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 120423.

Cresta Bella, Unit 2A Enclave:

Lots 5 through 36, Lots 37 through 42 and Lots 58 through 61, Block 26, NCB 18333, all as shown on the Subdivision Plat Establishing Cresta Bella, Unit 2A Enclave, recorded in Volume 9669, Page 157-161 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 120424.

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# Pages 21  
06/04/2015 4:52PM  
e-Filed & e-Recorded in the  
Official Public Records of  
BEXAR COUNTY  
GERARD C. RICKHOFF  
COUNTY CLERK  
Fees \$102.00

STATE OF TEXAS  
COUNTY OF BEXAR  
This is to Certify that this document  
was e-FILED and e-RECORDED in the Official  
Public Records of Bexar County, Texas  
on this date and time stamped thereon.  
06/04/2015 4:52PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard C. Rickhoff*