

AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006
OF THE TEXAS PROPERTY CODE

THE STATE OF TEXAS

§

COUNTY OF BEXAR

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

"My name is BARBARA LOWRY. 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.

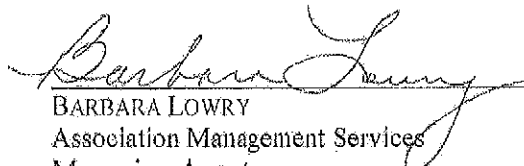
Attached hereto are the originals of, or true and correct copies of, the following dedicatory instruments, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

*Supplemental Declaration of Protective Covenants, Conditions and Restrictions
Cresta Bella, Unit 4A - 7B Enclave*

The documents attached hereto are 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

SIGNED on this the 20 day of August, 2014,


BARBARA LOWRY
Association Management Services
Managing Agent

VERIFICATION

THE STATE OF TEXAS

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COUNTY OF BEXAR

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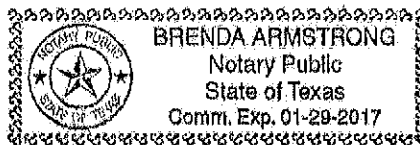
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BEFORE ME, the undersigned authority, on this day personally appeared BARBARA LOWRY, President of Association Management Services who, after being duly sworn, acknowledged and stated under oath that he/she has read the above and foregoing Affidavit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

20 ACKNOWLEDGED, SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the day of August, 2014.


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



**SUPPLEMENTAL DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
CRESTA BELLA, UNIT 4A-7B 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 Master Declaration, Amended Residential Declaration and any applicable Supplemental Declaration specific to a Unit, as well as each additional document which may amend or supplement the Governing Documents of Cresta Bella. Supplemental documents may include, without limitation, covenants, conditions, restrictions, rules, regulations, design guidelines, and policies, that may be duly adopted and implemented by the Declarant or the Association from time to time. Each of the documents forms an integral part of the Governing Documents of the Association. Each Owner and Resident shall be subject to Cresta Bella Governing Documents without exception.

The Governing Documents contain strict requirements and obligations for the payment of assessments and for the construction, placement or modification of any Improvement of any Lot. These obligations are secured by a lien against the Lot which may be foreclosed pursuant to the Amended 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 AMENDED 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 4A-7B ENCLAVE**

THIS SUPPLEMENTAL DECLARATION of Covenants, Conditions and Restrictions for Cresta Bella, Unit 4A-7B Enclave is made this _____ day of _____, 2014 by 242 Cresta Bella Ltd., a Texas limited partnership for the purposes set forth herein.

WITNESSETH:

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

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

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

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

WHEREAS, the 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 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, imposing supplemental covenants, conditions and restrictions upon the residential unit known as Cresta Bella, an Enclave, Unit 4; and

WHEREAS, Declarant caused to be recorded 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; and

WHEREAS, Declarant caused to be recorded in Volume 9669, Pages 58-59 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 130654 establishing the residential unit known as Cresta Bella, Unit 4A-7B; and

WHEREAS, as permitted by Article III, Section 3.4(a) of the Amended 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 Amended Residential Declaration and any amendments thereto, for the residential unit known as Cresta Bella, Unit 4A-7B Enclave; and

NOW, THEREFORE, Declarant declares that the residential unit known as Cresta Bella, Unit 4A-7B 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 Amended 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 Amended 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 Amended 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 Amended Residential Declaration. "Amended Residential Declaration" shall mean 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.

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 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 Residential Association, including, without limitation, the certificate of formation of the Residential Association, the bylaws of the Residential Association, the Amended Master Declaration, the Amended 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 Amended Residential Declaration.

1.8 Open Areas. "Open Areas" shall mean all greenbelt and open areas shown on any plat of any part of the Property, including Lots 901, 902 and 904, Blocks 21 and 902 and 903 Block 22, NCB 18333 as shown on Subdivision Plat Establishing Cresta Bella, Unit 4A-7B Enclave, Plat No. 130654, recorded in Volume 9669 Pages 58-59 of the Deed and Plat Records of Bexar County, Texas.

1.9 Plat. "Plat" shall mean the Subdivision Plat Establishing Cresta Bella, Unit 4A-7B Enclave, recorded in Volume 9669 Pages 58-59 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 130654.

1.10 Property. "Property" shall mean (a) all that approximately 12.635 acres, more or less, of real property shown on the Subdivision Plat Establishing Cresta Bella, Unit 4A-7B Enclave, recorded in Volume 9669 Pages 58-59 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 130654; and, together with (b) any additional real property that later becomes subject to this Supplemental Declaration by way of annexation or amendment to this Supplemental Declaration or otherwise, less and except any portion of any of the foregoing that has been dedicated to the public.

1.11 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 Supplemental Declaration.

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

1.13 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 AMENDED 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 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 of a residence for a period of six (6) months or longer shall not be considered a business or trade within the meaning of this subsection. 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 or vacation homes. All leases shall require, without limitation, that the tenant acknowledge receipt of a copy of the Amended Master Declaration, the Amended 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. 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 Maintenance. The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their entire Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Architectural Review Committee, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this Section 2.4 has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Architectural Review Committee, in its sole discretion:

- (a) Prompt removal of all litter, trash, refuse, and waste.
- (b) Lawn mowing.
- (c) Tree and shrub pruning.
- (d) Watering.
- (e) Keeping exterior lighting and mechanical facilities in working order.
- (f) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (g) Keeping planting beds free from turf grass.
- (h) Keeping driveways in good repair.
- (i) Keeping fencing in good repair.
- (j) Complying with all government, health and police requirements.
- (k) Repainting of Improvements.
- (l) Repair of exterior damage and wear and tear to Improvements.

2.5 Signs. Except for signs, billboards or other advertising devices displayed by Declarant, for so long as Declarant shall own any portion of the Property or property within Cresta Bella, no sign of any kind shall be displayed to the public view on any Lot or the Common Facilities, except:

- (a) A Member may display one sign on the Member's Residential Homeowner Lot from time to time for purposes of selling or renting the property, provided that each face of such sign shall be rectangular in shape and shall not exceed five square feet in

surface area and that the content of such sign shall be limited to the words "Sold," "For Sale," or "For Rent," the name and telephone number of the seller or real estate agent, and the words "Shown by Appointment Only." No for-sale sign or for-rent sign may be displayed unless a telephone number, where daytime inquiries can be answered, is listed in numbers readable from the curbside. No for-sale sign or for-rent sign may be displayed for any purpose other than a bona fide offer to sell or to rent the property upon which the sign is located. No "Sold" signs shall remain on a Residential Homeowner Lot more than two weeks after completion of the sale.

(b) During the period of Lot sales and construction of new residences, Builder Members (including Declarant) maintaining a sales or construction office on the Property shall have the right to place directional signs and other "Sold," for-sale and marketing signs (not exceeding 30 square feet in size) that do not contain the telephone number of the Builder Member, provided such signs' number, location and size are approved in writing by the Architectural Control Committee.

(c) Members may install one sign on each Residential Homeowner Lot noting the existence of a residential security system. No such sign shall be placed more than two feet (2') from the residence, and no sign or sticker shall be installed without the size, shape, color and material being first approved by the Architectural Review Committee.

(d) The Residential Association may place signs noting special accomplishments, such as awards for "Yard of the Month," holiday decorating and landscaping.

(e) No more than one (1) political sign per candidate or ballot item may be erected upon a Lot by the Owner of such Lot advocating the election of one (1) or more political candidates or supporting or rejecting an issue or proposal on the ballot, provided that such sign shall not be erected more than ninety (90) days in advance of an election to which the signs pertain and are removed within fifteen (15) days after such election and not larger than four feet (4') by six feet (6'); and

(f) No sign shall be displayed on any motor vehicle, trailer, bus, boat, camper or related means of transportation, except for commercial vehicles upon which may appear (i) the name of the business owning or leasing the vehicle, (ii) the street address of the business owning or leasing the vehicle, (iii) the telephone number of the business owning or leasing the vehicle, (iv) any license number of the business owning or leasing the vehicle required by a regulatory authority, and (v) any logo of the business owning or leasing the vehicle. As used herein the term "commercial vehicle" means a motor vehicle that (1) is owned or leased by a business, (2) is utilized solely in the furtherance of the business purpose, (3) is utilized solely for transporting equipment, parts and tools used for the business purpose, (4) is covered by a policy of insurance as a commercial vehicle, and (5) is not used for general transportation of the primary driver. No sign of a temporary nature, i.e. magnetic or easily removed and replaced, shall be allowed on any such vehicle.

(g) No sign of any kind shall be placed or allowed to remain on any Private Roadway or public street.

(h) No other sign, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without first having been approved by the Architectural Review Committee, which approval may be withheld without cause and which consent may not be given unless the Architectural Review Committee finds that the sign

will create a benefit for the Members generally. The Architectural Review Committee shall have the right to remove any unpermitted sign, advertisement, billboard or structure and, in so doing, shall not be subject to any liability for trespass or other tort in connection therewith.

2.6 Temporary Structures. No tent, shack, or other temporary building, Improvement, or structure shall be placed upon the Lot without the prior written approval of the Architectural Review Committee; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the prior written approval of the Architectural Review Committee, approval to include the nature, size, duration, and location of such structure. No shed, outbuilding, or other storage building may be erected on any Lot without the advance written approval of the Architectural Review Committee, which approval may include requirements regarding placement, design, screening, and construction materials.

2.7 Compliance with Governing Documents. Each Owner, his or her family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Governing Documents as the same may be amended from time to time. Failure to comply with any of the Governing Documents shall constitute a violation of the Governing Documents and may result in a fine against the Owner, subject to the limitations imposed by the Texas Property Code, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by Declarant or the Board of Directors on behalf of the Residential Association. Without limiting any rights or powers of the Residential Association, the Board of Directors may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of the Governing Documents, including, but not limited to, exercise self-help rights to cure or abate any violation, including entering onto the relevant Lot to do so without liability for trespass and the Owner whose violation has been so remedied shall be personally liable to the Residential Association for all costs, expenses and reasonable attorney's fees for effecting (or attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Residential Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or eighteen percent (18%) per annum, whichever is lower) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Amended Residential Declaration for Assessments and may be collected by any means provided in the Amended Residential Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot. Each such Owner shall indemnify and hold harmless the Residential Association and their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Residential Association's acts or activities under this *Section 2.7* (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Residential Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Residential Association's gross negligence or willful misconduct. "Gross negligence" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

2.8 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 approved by the Architectural Review Committee. Failure to commence construction by the required date shall result in the Residential Association having the option to assess 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%) interest per annum 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, the Builder Member will be subject to a fine for incompletion 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 (13th) 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 and subject to enforcement as herein provided.

(b) Any individual Lot Owner in Cresta Bella shall be required to commence construction with a "Qualified Homebuilder" within fifteen (15) months from the date of the Lot purchase and complete construction within fifteen (15) months of the Commencement Date of construction. Failure to commence construction by the required date shall result in the Residential Association having the option to assess 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. Failure to complete construction of the home within the required date shall result in a Specific Assessment 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. If no construction has commenced, the charges will commence on the first day of the sixteenth (16th) month following the date of the Lot purchase. If construction has commenced, the charges will commence on the first day of the sixteenth (16th) month following the Date of Commencement. 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, including landscaping, is 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 2.8 (a) and (b) above. If the landscaping, improvement exterior and/or driveway are not completed within the allotted construction period as set forth in Sections 2.8 (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 Amended Residential Declaration and this 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.

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 ten feet (10') from the private street abutting the Lot. The port-a-potty door at all times must face away from any private street. In the event that construction upon any Lot or the maintenance thereof does not conform to usual practices in the area as determined by the Architectural Review Committee in its sole and reasonable judgment, the Architectural Review Committee will have the authority to assess fines and/or seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of woods, 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 within fifteen feet (15') of the front boundary line; within twenty feet (20') of the rear boundary line or five feet (5') of the side boundary line. 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 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.

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

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 barrel tile. 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 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 Association, the Association shall be responsible for the maintenance and repair of the sidewalk adjacent to such Owner's Lot after construction.

3.9 Fences. Fences shall be erected on each Lot in accordance with the requirements herein. The fences shall be six feet (6') in height and shall be constructed of cedar pickets or wrought iron, as required for the following specified Lots. Standard fencing is permitted along side and rear property lines for division fences when not exposed to public view. Upgraded fencing is required for all front fences and fences exposed to public view (i.e. parallel to streets). All fences shall have the "good side" exposed (double faced), both interior and exterior. No fence erected on any Lot shall extend forward of a setback of ten feet (10') from a line parallel with the front wall of the residence. All wrought iron fencing shall be consistent of the same height, design, pattern, color and type of materials as established by the Architectural Review Committee. All wood fencing shall be constructed of:

Standard Wood Fencing:

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

Upgraded Wood Fencing:

- (i) four inch (4") by four inch (4") pressure treated vertical wood posts;
- (ii) six foot (6') by six inch (6") Real cedar pickets;
- (iii) three (3) rail system;
- (iv) two inch (2") by six inch (6") cedar wood cap;

- (v) one inch (1") by four inch (4") cedar wood trim;
- (vi) one inch (1") by six inch (6") cedar kick (rot) board; and
- (vii) stained with Sherwin Williams Woodscapes Bark #3511.

Wrought Iron Fencing:

- (i) Ameristar Montage Majestic ProFusion Welded ATF, galvanized steel, black powder coated, 20 year;
- (ii) Three railed, double ring option;
- (iii) Ameristar Montage Plus Pool, Pet & Play fencing may be used with written approval from the Architectural Review Committee

Lot Fencing:

Lots 1-21, Block 22:

- (i) Front: Upgraded Wood
- (ii) Side: Standard Wood ***
- (iii) Rear: Wrought Iron

Lots 34-37, Block 21
and Lots 63-64:

- (i) Front: Upgraded Wood
- (ii) Side: Standard Wood***
- (iii) Rear: Standard Wood

Lot 1, Block 22 and Lot 34, Block 21 shall erect an upgraded wood fence on the side of the Lot contiguous with Cresta Boulevard. The location and design of the Upgraded Wood Fence shall be determined by the Architectural Review Committee.

Lots 38-47, Block 21:

- (i) Front: Upgraded Wood
- (ii) Side: Standard Wood
- (iii) Rear: Standard Wood**

** The rear fence shall not be mandatory. In the event Owner elects to erect a fence, the fence must be located at the base of the elevation cut. No fencing permitting on the top of the elevation cut.

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

other modifications as determined by the Architectural Review Committee.

3.10 Landscaping: In addition to the landscaping requirements of the Amended 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 Amended Residential Declaration shall apply.

3.11 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.

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 Supplement 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 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 Amended Residential Declaration and this Supplemental Declaration through other legal remedies. The Residential Association shall also have the right to bring an action for an Expedited Foreclosure pursuant to the Texas Property Code or at law to foreclose the lien established by this Supplemental Declaration to secure the payment of the Assessments. All costs associated with enforcement by the Residential Association shall be levied as a Specific Assessment against the relevant Residential Homeowner Lot or Other Residential Lot, as applicable.

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 **INDEMNITY**

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

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

ARTICLE VI **AMENDMENT TO SUPPLEMENTAL DECLARATION**

6.1 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.

6.2 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 VII DECLARATION

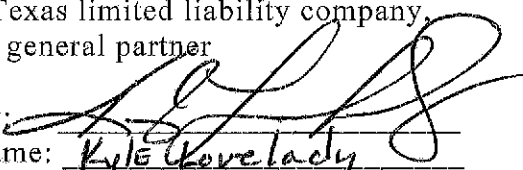
Except as specifically supplemented or amended hereby, the Amended Master Declaration and the Amended Residential Declaration and all terms, conditions and restrictions thereof shall remain in full force and effect.

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, L.L.C.,
a Texas limited liability company,
its general partner

By: 
Name: Kyle Coveleady
Title: MANAGER

STATE OF

Texas
Baylor

COUNTY OF

This instrument was acknowledged before me on the 12 day of August 2014 by Rita Lovelady, Manager of 242 Cresta Bella GP, LLC, a Texas limited liability company, general partner of 242 Cresta Bella, Ltd., a Texas limited partnership, on behalf of said limited partnership.



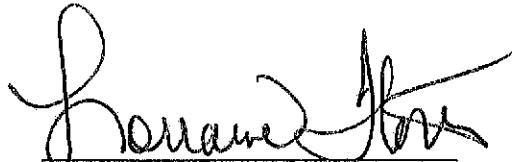

Notary Public, State of Texas

Exhibit A
Legal Description of the Residential Homeowner Lots

Cresta Bella, Unit 4A-7B Enclave:

Lots 1 through 9, Block 22, NCB 18333, and Lots 10 through 21, Block 22, NCB 18333, all as shown on the Subdivision Plat Establishing Cresta Bella, Unit 4A-7B Enclave, recorded in Volume 9669 Pages 58-59 of the Deed and Plat Records of Bexar County, Texas, that certain subdivision plat, Plat No. 130654.

Doc# 20140145932
Pages 22
08/25/2014 4:50PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$106.00

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.
08/25/2014 4:50PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff