

**CERTIFICATE OF ANNEXATION AND SUPPLEMENTAL DECLARATION  
FOR SHAVANO HIGHLANDS, UNIT-6B**

This Certificate of Annexation and Supplemental Declaration for Shavano Highlands, Unit-6B ("Supplemental Declaration") is made to be effective as of the 27<sup>th</sup> day of November, 2023, by **Shavano Rogers Ranch North No. 3, Ltd.**, a Texas limited partnership ("Declarant").

**RECITALS**

Pursuant to the Amended and Restated Shavano Highlands Unit 1 Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 17334, Page 898, Real Property Records of Bexar County, Texas, as amended by the First Amendment to Amended and Restated Shavano Highlands Unit 1 Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 17916, Page 429, Real Property Records of Bexar County, Texas (collectively, the "Declaration"), Declarant subjected certain real property in the development more particularly described in the Declaration as "Shavano Highlands" to certain covenants, conditions and restrictions.

Pursuant to the Declaration, Shavano Highlands Homeowners Association, Inc. ("SH HOA") has been incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of maintaining the Common Areas and exercising other functions as provided in the Declaration.

Pursuant to Section 3 of the Declaration, Declarant retained the right to annex and bring within the scope and purview of the Declaration additional property as designated by Declarant out of the Annexation Area described therein and to impose such complementary additions and/or modifications of the covenants and restrictions contained in the Declaration applicable to the specific type of development on the annexed land to reflect the different character of the development on the annexed land.

Declarant has heretofore annexed additional property out of the Annexation Area described as Shavano Highlands, Units 2 & 3 PUD, pursuant to the Certificate of Annexation and Supplemental Declaration for Shavano Highlands, Unit 2 & 3 PUD, recorded in Volume 18107, Page 566, Real Property Records of Bexar County, Texas, Shavano Highlands, Unit-4 (PUD), pursuant to the Certificate of Annexation and Supplemental Declaration for Shavano Highlands, Unit-4 (PUD), recorded under Document Number 20180135563, Official Public Records of Bexar County, Texas, Shavano Highlands, Unit-5 (PUD), pursuant to the Amended and Restated Certificate of Annexation and Supplemental Declaration for Shavano Highlands, Unit-5 (PUD), recorded under Document Number 20200008636, Official Public Records of Bexar County, Texas, as amended by the Correction of Amended and Restated Certificate of Annexation and Supplemental Declaration for Shavano Highlands, Unit-5 (PUD), recorded under Document Number 20200110524, Official Public Records of Bexar County, Texas, and Shavano Highlands-Unit-6, pursuant to the Certificate of Annexation and Supplemental Declaration for Shavano Highlands, Unit-6A, recorded under Document Number 20220111558, Official Public Records of Bexar County, Texas.

FILED BY PRESIDIO TITLE

Declarant is the owner of the Annexed Property (as herein defined), and Declarant desires to subject such Annexed Property to the terms of the Declaration, as amended and supplemented herein, and to the jurisdiction of the SH HOA, including the liens for assessments as set forth in the Declaration, and to the jurisdiction of the Shavano Quarry Property Owners Association, Inc., as herein provided.

NOW, THEREFORE, Declarant hereby declares as follows:

1. Terms. All capitalized terms used herein shall have the meaning assigned to such term in the Declaration, unless otherwise expressly defined herein.

2. Annexed Property.

(a) Additional Lots. The following described property is hereby annexed as additional Lots pursuant to the Declaration:

Lot 50, Block 27, Lots 11-20, Block 30, and Lots 6-11, Block 31, all in Shavano Highlands, Unit-6B (Enclave), in Bexar County, Texas, according to the Subdivision Plat of Shavano Highlands, Unit-6B (Enclave), recorded under Document Number 20230132387, Official Public Records of Bexar County, Texas.

(b) Additional Common Areas. The following described property is hereby annexed as additional Common Areas pursuant to the Declaration:

Lots 903, 904, 905 and 999, Block 27, Lot 901, Block 30, and Lot 901, Block 31, all in Shavano Highlands, Unit-6B (Enclave), in Bexar County, Texas, according to the Subdivision Plat of Shavano Highlands, Unit-6B (Enclave), recorded under Document Number 20230132387, Official Public Records of Bexar County, Texas, including a 0.140 acre offsite easement, out of a remaining portion of a 2325.9942 acre tract recorded in Volume 5553, page 103-130, out of a remaining portion of a 167.159 acre tract recorded in Volume 15305, Page 390-401, out of a 440.2 acre tract recorded in Volume 15613, Page 1714, and out of a 312.87 acre tract recorded in Document No. 20180095650, all of the Official Public Records of Bexar County, all out of the C.C. McCrae Survey No. 391, Abstract 482, in New City Block 17701 and New City Block 16334, now all in New City Block 17701 of the City of San Antonio, Bexar County, Texas.

The additional Lots and additional Common Areas described herein are collectively referred to herein as the "Annexed Property," or "Shavano Highlands, Unit-6B".

3. Subdivision Plat. The term “Subdivision Plat” as defined in Section 1 of the Declaration shall include the Subdivision Plat of Shavano Highlands, Unit-6B (ENCLAVE), recorded under Document Number 20230132387, Official Public Records of Bexar County, Texas, and any amendment thereof upon filing of same for record in the Official Public Records of Bexar County, Texas, and any other recorded subdivision plat(s) for additional properties subjected to the Declaration by annexation certificate or by any subsequent amended or supplemental declaration.

4. Additional Landscaping Requirements. In accordance with the tree preservation requirements of Section 35-523 of the Unified Development Code of the City of San Antonio (“UDC”), each Lot within the Annexed Property requires two (2) four-inch (4”) trees, measured in diameter at breast height in accordance with the UDC, to be planted on such Lot. The Owner shall be responsible for planting and maintaining the required trees in accordance with the UDC tree preservation requirements on each Lot purchased by such Owner.

5. Street Lights. In accordance with Section (n) of Exhibit E to the Declaration, each of the following designated Lots and adjoining Lots within the Annexed Property shall be subject to an easement of access and use for placement, repair, and maintenance of street light fixtures:

LOT	BLOCK
6	31
9	31
11	31
14	30
17	30
19	30

6. Fences. Sections (o)(1) and (o)(2) of Exhibit E to the Declaration are hereby amended, with respect only to the Lots within the Annexed Property, to read as follows:

(1) All fencing shall comply with the following requirements:

(i) Side and Rear Fencing Adjacent to Streets: Shall be composed of one inch by four inch (1” x 4”), six feet (6') tall, vertical cedar planks, without gaps between planks, with a top rail as shown on Exhibit F attached hereto. The smooth side shall face the street and the framing shall face the interior of the Lot.

(ii) Side and Rear Fencing Not Adjacent to Streets: Shall be composed of one inch by four inch (1” x 4”), six feet (6') tall, vertical cedar planks, without gaps between planks. The rear fencing on Lots 6-11, Block 31 and Lots 11-20, Block 30, and Lot 50, Block 27, shall be composed of one inch by four inch (1” x 4”), six feet (6') tall, vertical cedar planks, without gaps between planks, with a top rail or wrought iron as shown on Exhibit F attached hereto. Except for side and rear wood fencing not adjacent to a street, the smooth side of any wood fence shall face out, with framing facing the interior of the Lot.

(iii) Front/Wing Wall Fencing: Shall be composed of masonry or of one inch by four inch (1" x 4"), six feet (6') tall, vertical cedar planks, without gaps between planks, with a top rail as shown on Exhibit F attached hereto. The smooth side shall face the street and the framing shall face the exterior of the Lot. Notwithstanding the foregoing, any perimeter fencing in front of the residence on a Lot must be constructed of wrought iron, painted black, and shall not exceed three feet (3') in height, with no solid material, netting or other screening components attached to such perimeter fencing.

(iv) Declarant Fencing: Declarant has, or will at Declarant's expense, construct perimeter fencing parallel and adjacent to the quarry on the common area ("Declarant Fencing"). The Owners of Lots with Declarant Fencing shall be responsible for all costs of the maintenance, repair, and replacement of the Declarant Fencing on their respective Lots, but not the initial construction costs of such Declarant Fencing.

(2) The fencing on a Lot must be installed within ninety (90) days after completion of the construction of the residence on such Lot. Gates shall not be permitted along the rear fencing of a Lot without the prior written consent of the ARC. All masonry used in a fence or wall on a Lot shall match the primary masonry used on the common area improvements as approved by the ARC. All masonry columns shall be six and one-half feet (6' 6") in height. All wood, if any, used in fencing (including wooden gates for wing walls) shall be composed of one inch by four inch (1" x 4"), six feet (6') tall, notched, vertical cedar planks, without gaps between planks. No cedar fencing shall be stained or painted, but may be sealed with ARC approval. All wood fences along the street side of Lots shall have the smooth side facing the street and the framing facing the interior of the Lot with a top rail as shown on Exhibit F hereto. All wrought iron used in fencing shall be of Montage-style ("3-Rail") as shown on Exhibit F hereto, and shall be painted black. All gates shall be composed of the same material as the wing wall except for a masonry wing wall where a wrought iron or cedar gate will be permitted. All wing wall gates shall be either wood with a top rail or wrought iron. No gate shall exceed four feet (4') in width. No fence shall exceed six feet (6') in height unless specifically approved by the ARC and applicable Governmental Authority. No rear gates in rear fences are allowed. Declarant reserves the right to build columns at a spacing it deems appropriate along all street and future street rights-of-way.

Exhibit F referenced therein is attached hereto as Exhibit A - Fence Detail and incorporated herein.

7. Setback Lines. Section (bb)(1) of Exhibit E to the Declaration is hereby amended, with respect only to the Lots within the Annexed Property, to read as follows:

(1) Setback Lines. All buildings or other structures, permanent or temporary, habitable or not, must be constructed, placed and maintained in conformity with the setback lines hereby established and those shown on the Subdivision Plat, if any. In no event shall any such building or other structure be constructed, placed, or maintained within the following minimum setbacks from the specified property line of each Lot:

Front Setbacks	<ul style="list-style-type: none"> <li>• Ten feet (10') for Lots with residences with side-loading garages</li> <li>• Twenty feet (20') for Lots with residences with front-loading garages</li> <li>• Fifteen feet (15') for non-garage related portions of a residence</li> </ul>
Side Setbacks	Five feet (5')
Rear Setbacks	Fifteen feet (15')

Eaves of buildings shall not be deemed to be a part of a building or structure, but steps and porches shall be deemed to be a part of a building or structure for the purpose of this Section. The ARC shall have the right to grant Variances to the setbacks established in this Section to accommodate garage/house orientation, topography, existing trees, and vegetation, or rock outcroppings on a Lot or the architectural design of the proposed Improvements. In no event may any structure be constructed or maintained upon any utility easement or other easement. All Variances to setbacks must be approved in writing by the ARC and may also require approval by the Board of Adjustments or other applicable department of the City or applicable Governmental Authority.

8. Grading and Drainage Plans. With respect to the Annexed Property, any reference herein or in the Declaration to the Grading Plan shall be deemed to refer to the Grading Plan and Drainage Plan set forth on Exhibit B attached to this Supplemental Declaration and incorporated herein.

9. Membership in Property Owners Association. The Annexed Property shall be and is hereby made subject to Membership in and jurisdiction and assessments of the Shavano Quarry Property Owners Association, Inc., in addition to being annexed to and part of the SH HOA.

10. Annexation. Effective immediately, the Annexed Property shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to all easements, restrictions, covenants, charges, liens, assessments, terms and conditions which are set forth or referred to in the Declaration and any amendments thereto, as modified and supplemented in this Supplemental Declaration, with the same force and effect as if set out verbatim herein, and shall hereafter be subject to the jurisdiction of the SH HOA and to the supplemental terms and provisions of this Supplemental Declaration.

11. Miscellaneous.

(a) Term. This Supplemental Declaration, including all covenants, conditions and restrictions set forth herein, is made and adopted to run with the land and shall be binding upon Declarant and all Owners of the Annexed Property for the term and in accordance with the provisions set forth in the Declaration.

(b) Headings. Section and other headings contained in this Supplemental Declaration are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Supplemental Declaration or any provision hereof.

(c) Invalid Provisions. If any one or more of the provisions of this Supplemental Declaration, or the applicability of any such provision to a specific situation, shall be held invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Supplemental Declaration and all other applications of any such provision shall not be affected thereby.

(d) Governing Law and Venue. The laws of the State of Texas and applicable federal law shall govern the validity, enforcement, and interpretation of this Supplemental Declaration. The obligations of the parties are performable and venue for any legal action arising out of this Supplemental Declaration shall lie in Bexar County, Texas.

(e) Counterparts. This Supplemental Declaration may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement, and the signatures of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.

(f) Consent of Lienholders. Each holder of existing mortgage(s) and liens against the Annexed Property consents to and joins in the execution of this Supplemental Declaration for the limited purposes set forth in the Consent of Lienholder attached hereto.

**EXHIBITS:**

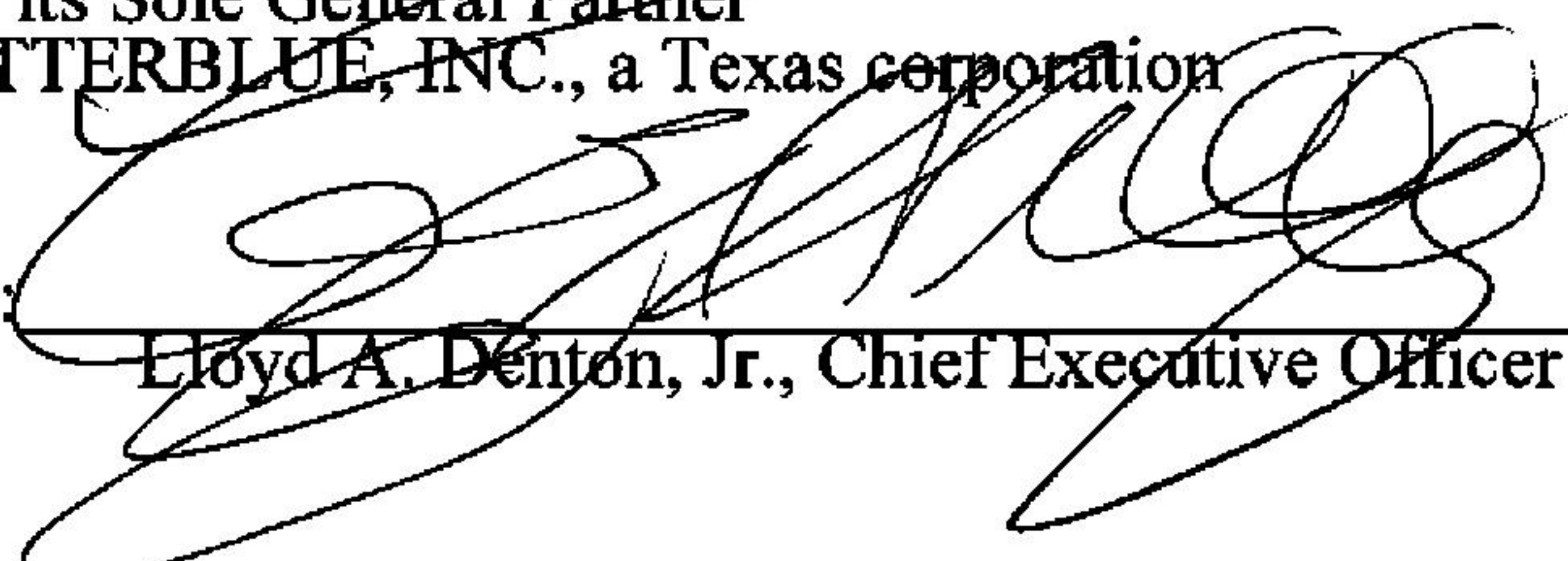
- Exhibit A – Fence Detail
- Exhibit B – Grading and Drainage Plans
- Exhibit F – Fence Detail
- Consent of Lienholder – Frost Bank
- Consent of Lienholder – The Rogers Shavano Ranch, Ltd.

**COUNTERPART SIGNATURE PAGE TO  
CERTIFICATE OF ANNEXATION AND SUPPLEMENTAL DECLARATION  
FOR SHAVANO HIGHLANDS, UNIT-6B**

DECLARANT:

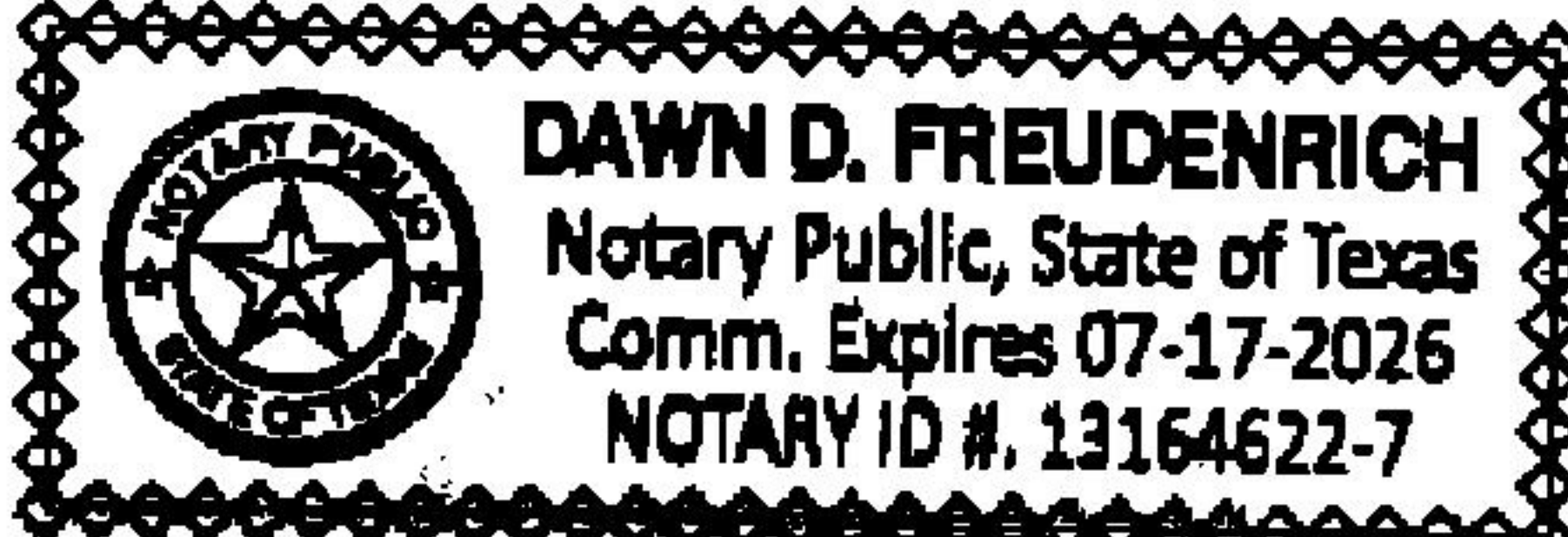
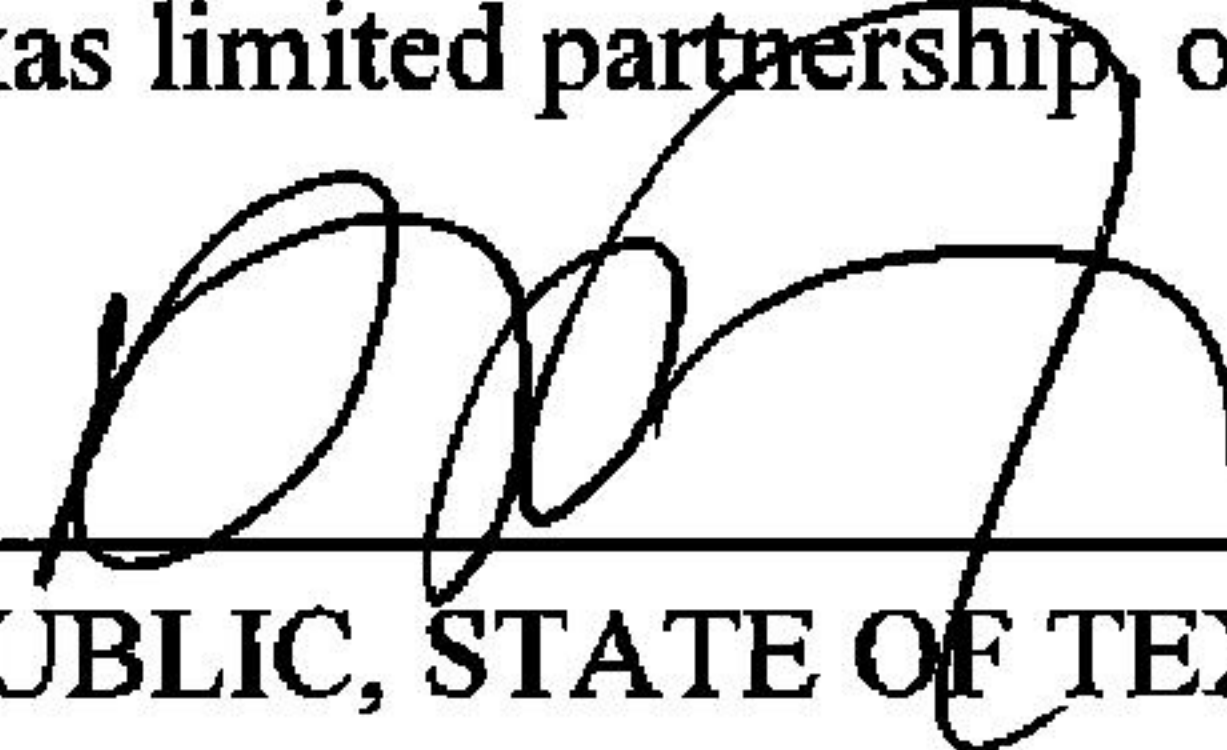
SHAVANO ROGERS RANCH NORTH NO.3, LTD.,  
a Texas limited partnership

By its Sole General Partner  
BITTERBLUE, INC., a Texas corporation

By:   
Lloyd A. Denton, Jr., Chief Executive Officer

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the 15 day of November, 2023, by Lloyd A. Denton, Jr., Chief Executive Officer of Bitterblue, Inc., a Texas corporation, the sole General Partner of Shavano Rogers Ranch North No. 3, Ltd., a Texas limited partnership, on behalf of said limited partnership.

   
NOTARY PUBLIC, STATE OF TEXAS

**CONSENT OF LIENHOLDER**

The undersigned ("Lienholder"), being the owner and holder of existing mortgage(s) and liens upon and against the Property subject to this Certificate of Annexation and Supplemental Declaration for Shavano Highlands, Unit-6B ("Supplemental Declaration"), being described in the Deed of Trust for the benefit of the undersigned recorded under Document Number 20210034390, Official Public Records of Bexar County, Texas, as may be amended from time to time, and acting solely as mortgagee and lienholder and at the specific request of the Declarant, does hereby consent to and join in the foregoing Supplemental Declaration for the limited purposes herein stated.

Lienholder hereby joins in the execution of this instrument for the sole purpose of subordinating the liens held by Lienholder to all of the provisions of the foregoing Supplemental Declaration. Any owner who accepts title to any of the Property subject to this Supplemental Declaration specifically acknowledges that the undersigned Lienholder is not a party to this Supplemental Declaration except for the sole purpose of subordinating its liens as set out above, and each Owner who accepts title to any of the Lots hereby specifically and unconditionally releases and discharges Lienholder from any claims or liability with respect to, or arising out of, the Supplemental Declaration, except as to actions which may hereafter be taken by Lienholder as a successor to the interest of Declarant.

Executed to be effective as of the 13 day of November, 2023.

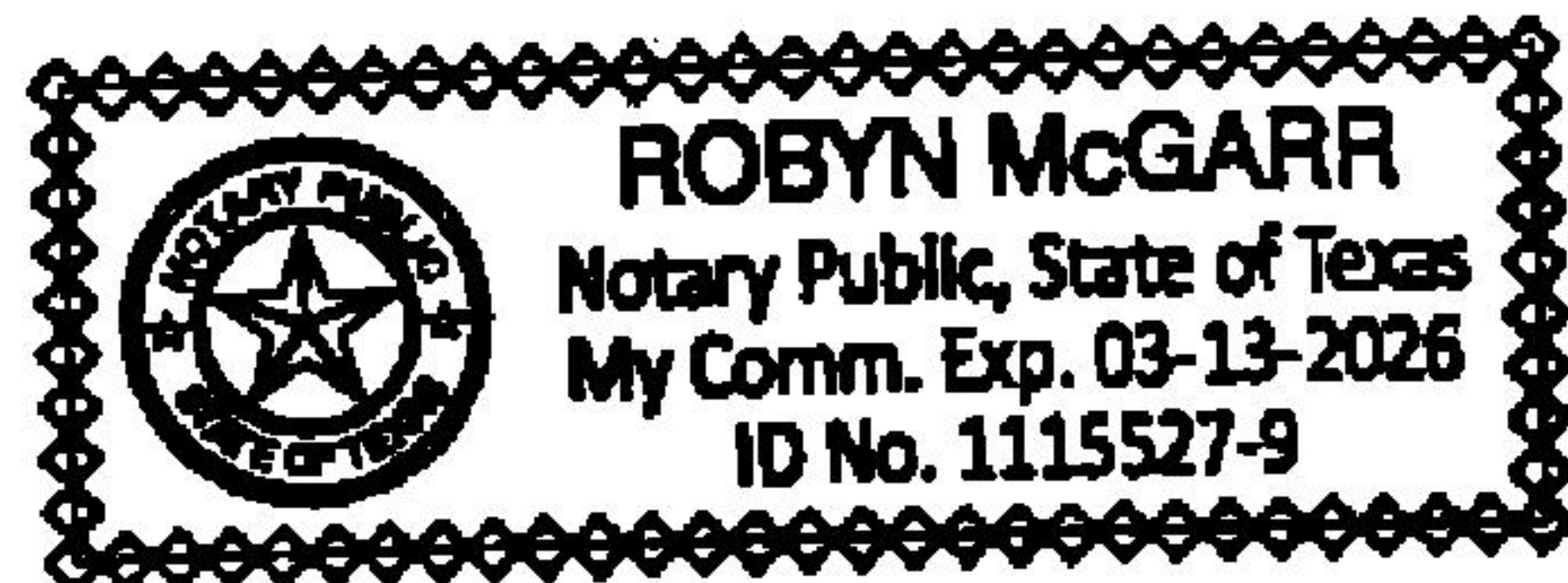
LIENHOLDER:

FROST BANK, a Texas state bank

By: Lucas J. Eckert  
Name: Lucas Eckert  
Title: AVP

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the 13 day of NOVEMBER, 2023, by LUCAS J. ECKERT, AVP, of Frost Bank, a Texas state bank, on behalf of said bank.



Robyn McGarr  
NOTARY PUBLIC, STATE OF TEXAS

**CONSENT OF LIENHOLDER**

The undersigned ("Lienholder"), being the owner and holder of existing mortgage(s) and liens upon and against the Property subject to this Certificate of Annexation and Supplemental Declaration for Shavano Highlands, Unit-6B ("Supplemental Declaration"), being described in the Deed of Trust for the benefit of the undersigned recorded under Document Number 20210034389, Official Public Records of Bexar County, Texas, as may be amended from time to time, and acting solely as mortgagee and lienholder and at the specific request of the Declarant, does hereby consent to and join in the foregoing Supplemental Declaration for the limited purposes herein stated.

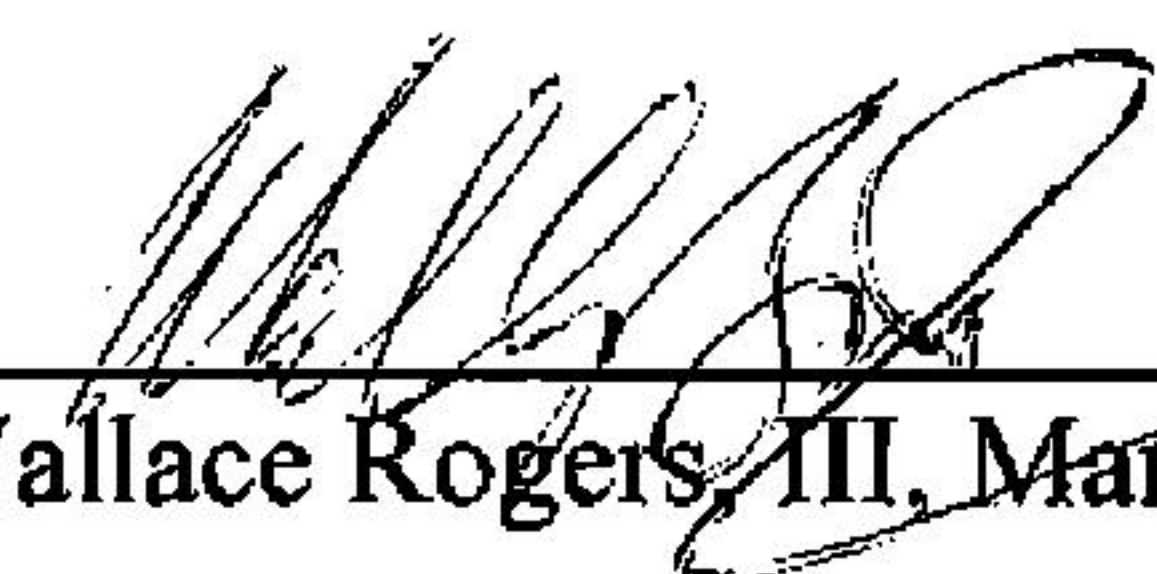
Lienholder hereby joins in the execution of this instrument for the sole purpose of subordinating the liens held by Lienholder to all of the provisions of the foregoing Supplemental Declaration. Any owner who accepts title to any of the Property subject to this Supplemental Declaration specifically acknowledges that the undersigned Lienholder is not a party to this Supplemental Declaration except for the sole purpose of subordinating its liens as set out above, and each Owner who accepts title to any of the Lots hereby specifically and unconditionally releases and discharges Lienholder from any claims or liability with respect to, or arising out of, the Supplemental Declaration, except as to actions which may hereafter be taken by Lienholder as a successor to the interest of Declarant.

Executed to be effective as of the 24<sup>th</sup> day of NOVEMBER, 2023.

LIENHOLDER:

THE ROGERS SHAVANO RANCH, LTD.,  
a Texas limited liability partnership

By: W.R. FAMILY GROUP, L.C.,  
a Texas limited liability company,  
Its General Partner

By:   
Wallace Rogers, III, Manager

By: The N.R. FAMILY GROUP, INC.,  
a Texas corporation,  
Its General Partner

By: \_\_\_\_\_  
James E. McCutcheon, President

**CONSENT OF LIENHOLDER**

The undersigned ("Lienholder"), being the owner and holder of existing mortgage(s) and liens upon and against the Property subject to this Certificate of Annexation and Supplemental Declaration for Shavano Highlands, Unit-6B ("Supplemental Declaration"), being described in the Deed of Trust for the benefit of the undersigned recorded under Document Number 20210034389, Official Public Records of Bexar County, Texas, as may be amended from time to time, and acting solely as mortgagee and lienholder and at the specific request of the Declarant, does hereby consent to and join in the foregoing Supplemental Declaration for the limited purposes herein stated.

Lienholder hereby joins in the execution of this instrument for the sole purpose of subordinating the liens held by Lienholder to all of the provisions of the foregoing Supplemental Declaration. Any owner who accepts title to any of the Property subject to this Supplemental Declaration specifically acknowledges that the undersigned Lienholder is not a party to this Supplemental Declaration except for the sole purpose of subordinating its liens as set out above, and each Owner who accepts title to any of the Lots hereby specifically and unconditionally releases and discharges Lienholder from any claims or liability with respect to, or arising out of, the Supplemental Declaration, except as to actions which may hereafter be taken by Lienholder as a successor to the interest of Declarant.

Executed to be effective as of the 21<sup>st</sup> day of November, 2023.

**LIENHOLDER:**

**THE ROGERS SHAVANO RANCH, LTD.,**  
a Texas limited liability partnership

**By: W.R. FAMILY GROUP, L.C.,**  
a Texas limited liability company,  
Its General Partner

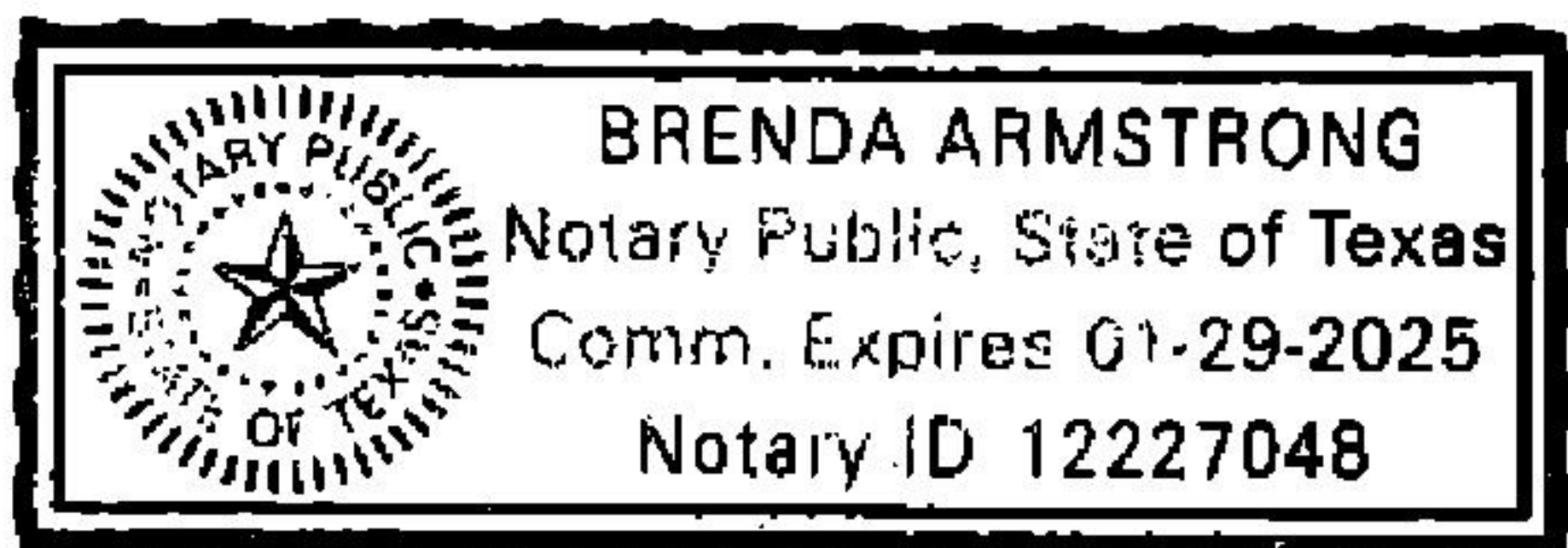
By: \_\_\_\_\_  
Wallace Rogers, III, Manager

By: The N.R. FAMILY GROUP, INC.,  
a Texas corporation,  
Its General Partner

By:  \_\_\_\_\_  
James E. McCutcheon, President

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR     §

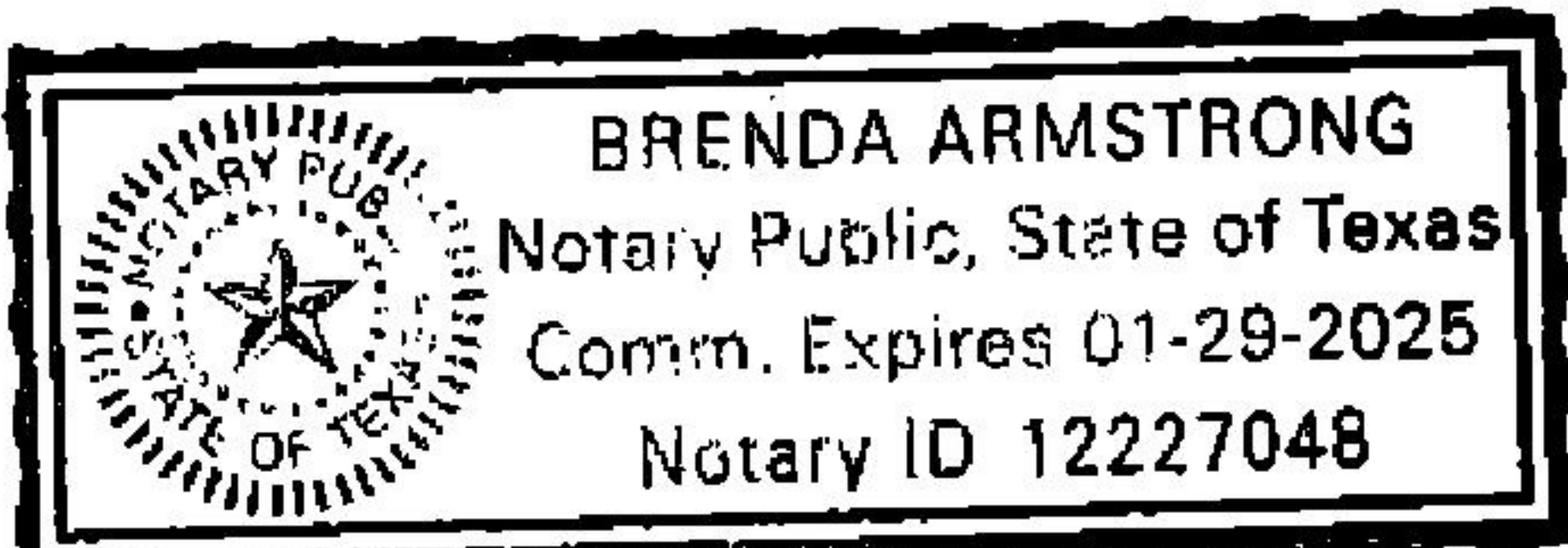
This instrument was acknowledged before me on the 24<sup>th</sup> day of November, 2023, by Wallace Rogers, III, Manager of the W.R. Family Group, LC., a Texas limited liability company, as a General Partner of The Rogers Shavano Ranch, Ltd., a Texas limited partnership, on behalf of said limited partnership.



*Brenda Armstrong*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR     §

This instrument was acknowledged before me on the 21 day of November, 2023, by James E. McCutcheon, President of The N.R. Family Group, Inc., a Texas corporation, as a General Partner of The Shavano Ranch, Ltd., a Texas limited partnership, on behalf of said limited partnership.



*Brenda Armstrong*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

**AFTER RECORDING RETURN TO:**  
Bitterblue, Inc.  
11 Lynn Batts Lane, Suite 100  
San Antonio, TX 78218

**File Information**

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

**Document Number:** 20230215218  
**Recorded Date:** November 27, 2023  
**Recorded Time:** 12:07 PM  
**Total Pages:** 11  
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**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

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

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 11/27/2023 12:07 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk