

LT1-81-20080208141-1

SCANNED

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RESERVE AT SONOMA VERDE SUBDIVISION BEXAR COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF BEXAR §

LT2-13691-349-5

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE RESERVE AT SONOMA VERDE SUBDIVISION (the "Supplemental Declaration") is made this 17th day of September, 2008, by The Reserve at Sonoma Verde Joint Venture (hereinafter referred to as "Declarant").

WITNESSETH:

Whereas, Declarant is the owner of the real property known as The Reserve at Sonoma Verde Subdivision ("Properties") as more fully described in the plat recorded at Volume 9594, Pages 83-90, Deed and Plat Records, Bexar County, Texas ("Plat"); and

Whereas, Declarant has heretofore subjected the Properties to certain covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration of Covenants, Conditions and Restrictions for The Reserve at Sonoma Verde Subdivision (the "Declaration") filed in the Official Public Records of Bexar County, Texas; and

Whereas, the Declaration provides for the recording of amendments to declarations with respect to the residential developments and Declarant desires to record this instrument for the purpose of amending the terms of the Declaration with respect to the Properties and to thereby impose upon the present and future owners of land within the Properties additional binding covenants to run with the ownership of all land within the Properties; and

Whereas, Declarant deems it desirable to amend certain covenants, conditions, and restrictions upon the Properties as provided for under the Declaration.

Now, Therefore, Declarant declares that the Properties is and shall be held, transferred, sold, conveyed, used and occupied subject to the following amendment to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

Article I
Use of Properties and Lots - Protective Covenants

The Properties and each Lot situated thereon shall be constructed, developed, occupied and used as follows:

1.1 Fences. Section 4.3.7 of the Declarations is hereby deleted in its entirety and substituted with the following provision:

“Section 4.3.7. Fences. The design, construction, materials and specifications of fences shall be subject to the prior consent of the Architectural Control Committee. The Architectural Control Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. Fence maintenance shall be the responsibility of the Owner and all damage shall be repaired within thirty (30) days of written notification by the Association. It shall be a violation of this Declaration to maintain a fence in such a manner as to allow (i) any portion of a fence to lean so that the fence’s axis is more than ten (10) degrees out of vertical alignment, (ii) missing, loose, or damaged stone or wood rails in the fence, (iii) symbols, writings, and other graffiti on the fence, and (iv) broken or loose wires. All Fences shall not exceed 6’ in height. Chain link fences are specifically prohibited. “

1.2 Size of Dwelling. Section 4.4.6 of the Declaration is hereby deleted in its entirety and substituted with the following provision:

“Section 4.4.6. Size of Dwelling**Error! Bookmark not defined.** The total floor area of the primary structure of any Living Unit shall not be less than Three Thousand (3000) square feet, if one-story, and Three Thousand Four Hundred (3,400) square feet if more than one-story for the “Estate Lots” and Two Thousand Six Hundred (2,600), if one story, and Three Thousand (3,000) square feet if more than one story for “Executive Lots” (Lots 51-61 and 63-73). Total floor area shall be exclusive of open porches, breezeways, carports, garages and other outbuildings. The minimum size of a Living Unit may be waived by the ACC on an individual case if in its opinion and sole discretion, such waiver is advisable in order to accommodate a unique building concept, and the resulting structure will not detract from the general appearance of the neighborhood. Detached garages or other outbuildings will not exceed one thousand five hundred square feet.”

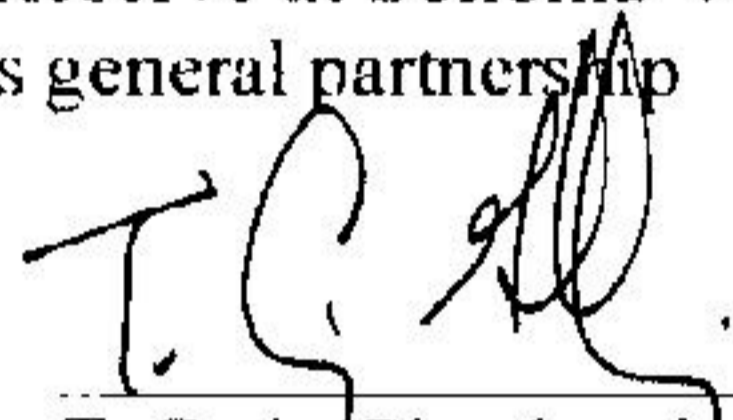
General Provisions

2.1 Conflict with Declaration. If any provision of this First Amendment to Declaration conflicts with a provision in the Declaration pertaining to the same subject, the provision herein, shall control.

2.2 Definitions. Terms used in this First Amendment to Declaration with initial capital letters that are not otherwise defined herein shall have the meanings given to them in the Declaration.

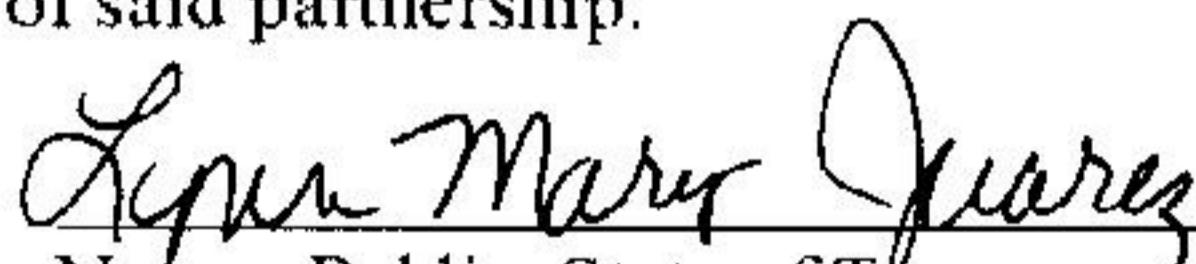
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the date set forth in the first paragraph of this First Amendment to Declaration.

The Reserve at Sonoma Verde Joint Venture, a Texas general partnership

By: 
Name: T. Craig Glendenning,
Title: Managing Venturer

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 17th day of September, 2008, by **T. Craig Glendenning**, as Managing Venturer of The Reserve at Sonoma Verde Joint Venture, a Texas general partnership on behalf of said partnership.


Notary Public, State of Texas



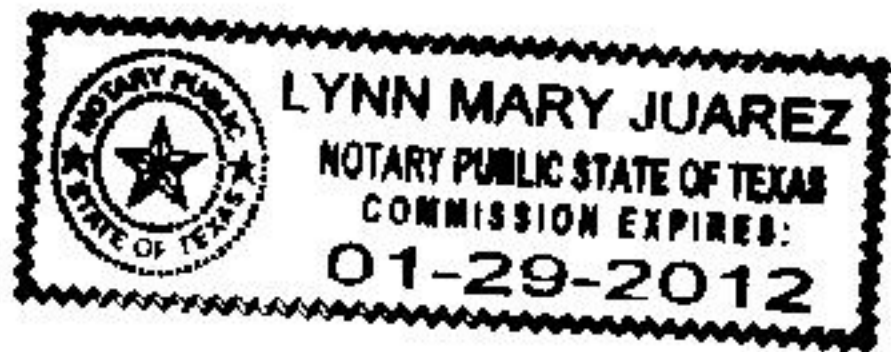
The Reserve at Sonoma Verde Joint Venture, a
Texas general partnership

By: *[Signature]*
Name: Mark Guerra,
Title: Managing Venturer

STATE OF TEXAS §
 §
COUNTY OF ~~WEBB~~ *BEXAR* §

This instrument was acknowledged before me on the 17th day of September, 2008,
by **Mark Guerra**, as Managing Venturer of The Reserve at Sonoma Verde Joint Venture, a
Texas general partnership on behalf of said partnership.

Lynn Mary Juarez
Notary Public, State of Texas



**Article II
General Provisions**

2.1 Conflict with Declaration. If any provision of this First Amendment to Declaration conflicts with a provision in the Declaration pertaining to the same subject, the provision herein, shall control.

2.2 Definitions. Terms used in this First Amendment to Declaration with initial capital letters that are not otherwise defined herein shall have the meanings given to them in the Declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the date set forth in the first paragraph of this First Amendment to Declaration.

The Reserve at Sonoma Verde Joint Venture, a
Texas general partnership

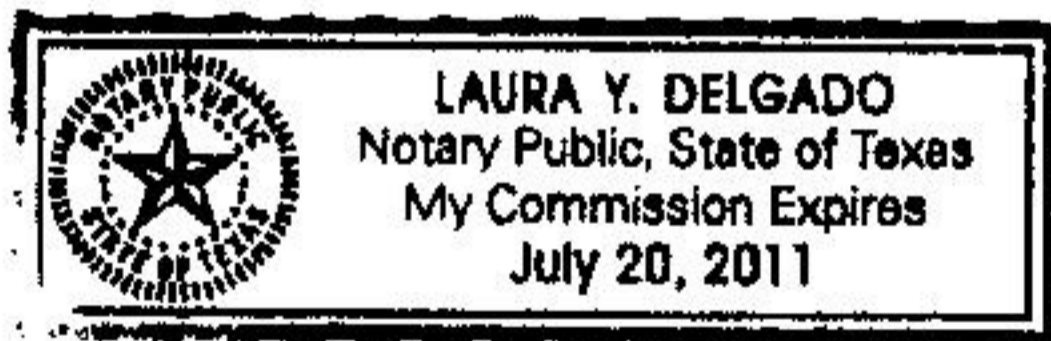
By: *Robert Trautman*
Name: Robert Trautman
Title: Managing Member

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 17th day of September, 2008, by Robert Trautman ^{Managing Member} ~~general partner~~ of The Reserve at Sonoma Verde Joint Venture, a Texas general partnership on behalf of said partnership.

Laura Y. Delgado
Notary Public, State of Texas

After Recording Return To:
The Reserve at Sonoma Verde Joint Venture
23535 I.H. 10 West, Suite 1201
San Antonio, Texas 78257



SUPPLEMENTAL DECLARATION

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Doc# 20080208141 Fees: \$32.00
09/23/2008 1:48PM # Pages 5
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

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 FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

SEP 23 2008



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS