

SCANNED

AFTER RECORDING RETURN TO:



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Armbrust & Brown, L.L.P.  
100 Congress Ave., Suite 1300  
Austin, Texas 78701



**THE RIDGE AT SONOMA VERDE  
MASTER COVENANT  
NOTICE OF APPLICABILITY  
VILLAS AT SONOMA VERDE CONDOMINIUMS**

**Declarant: TOLL SAN ANTONIO TX, LLC, a Texas limited liability company**

**Cross reference to The Ridge at Sonoma Verde Master Covenant, as Document No. 20060138589  
in the Official Public Records of Bexar County, Texas.**

**THE RIDGE AT SONOMA VERDE  
MASTER COVENANT  
NOTICE OF APPLICABILITY  
VILLAS AT SONOMA VERDE CONDOMINIUMS**

This Ridge at Sonoma Verde Master Covenant Notice of Applicability – Villas at Sonoma Verde Condominiums is made and executed by **TOLL SAN ANTONIO TX, LLC**, a Texas limited liability company, the successor in interest to TOLL TX VI, L.P., a Texas limited partnership (“**Declarant**”) and is as follows:

1. **Applicability of Master Covenant.** This Notice of Applicability is filed with respect to Lot 1, Block 21, Sonoma Verde Unit 3, a subdivision located in Bexar County, Texas according to the map or plat recorded as Document No. 20070195666, Official Public Records of Bexar County, Texas (the “**Development Area**”). Declarant is the owner of the Development Area. Pursuant to that certain The Ridge at Sonoma Verde Master Covenant, recorded as Document No. 20060138589, Official Public Records of Bexar County, Texas (the “**Master Covenant**”), Declarant served notice that portions of the property described on Exhibit “A” to the Master Covenant (the “**Community**”), upon the filing of appropriate notices of applicability from time to time, may be made a part of the Development and thereby fully subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

2. **Property Incorporated Into Development.** The provisions of the Master Covenant shall apply to the Development Area. The Development Area is hereby included within and made a part of the Development, and is hereby subjected to the terms, covenants, conditions, restrictions, reservations, easements, servitudes, liens and charges of the Master Covenant.

3. **Designation of Neighborhood.** Pursuant to *Section 3.02* of the Master Covenant, Declarant hereby assigns the Development Area to Neighborhood H, subject to all terms and provisions of the Master Covenant which relate to Neighborhoods so designated within the Community.

4. **Conversion of Annual Levy to Assessment Units.** In the event all or any portion of the Development Area is submitted to the condominium form of ownership by the recordation in the Official Public Records of Bexar County, Texas, of a declaration of condominium (a “**Condominium Declaration**”), then on the date a Condominium Declaration is recorded, each condominium unit established thereby will be deemed a “**Condominium Unit**” as such term is defined in the Master Covenant. Each condominium unit so created will be allocated Assessment Units and votes which may be cast on all matters to be voted on by the Members of the Association in accordance with the Master Covenant, as follows:

Assessment Unit per Condominium Unit	0.30
Vote per Condominium Unit	0.30

The board of directors of any entity created for the purpose of administering the common affairs of the owners of such condominium units (a "**Condominium Association**"), or such board's designated single proxy holder, will have the sole authority to cast all votes allocated to the condominium units under the Condominium Association's jurisdiction. The Condominium Association will also be the designated party for the receipt of any notice from the Association or Declarant to the Owner of a condominium unit under the Condominium Association's jurisdiction. The Association will mail a statement of assessment against each condominium unit to the Condominium Association established for such unit. The amounts reflected on a statement of assessment will be due and payable within thirty (30) days after the due date set forth on the statement. Notwithstanding any provision in this Notice to the contrary, each owner of a unit is obligated to pay the assessment attributable to such owner's unit as set forth in the Master Covenant. The Association's remittance of a statement to any Condominium Association will not be construed to waive the Association's right to collect assessments from the owner of a condominium unit.

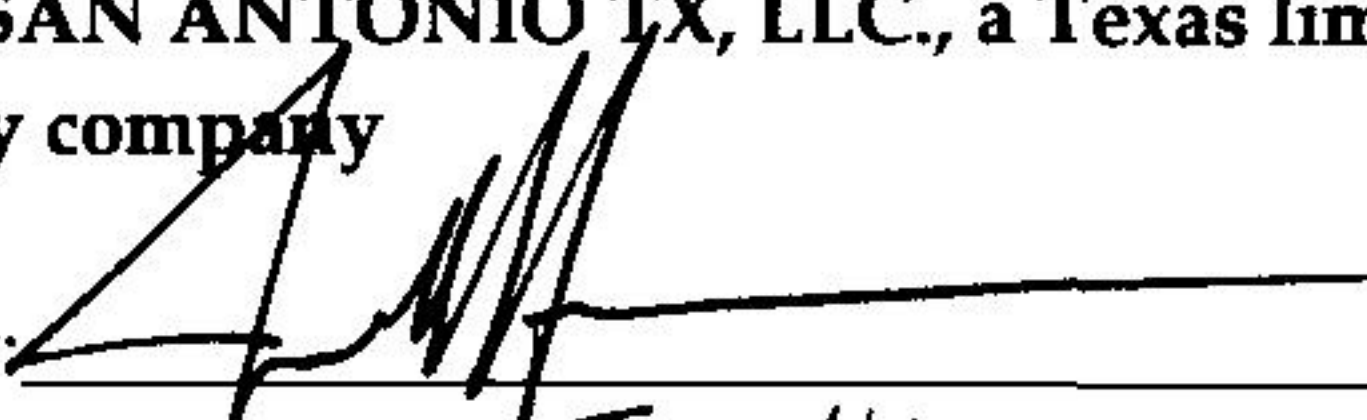
5. **Miscellaneous.** This notice constitutes a notice of applicability under *Section 9.05* of the Master Covenant. Any capitalized terms used and not otherwise defined in this notice shall have the meanings set forth in the Master Covenant.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the 7 day of October, 2008.

**DECLARANT:**

**TOLL SAN ANTONIO TX, LLC., a Texas limited liability company**

By: 

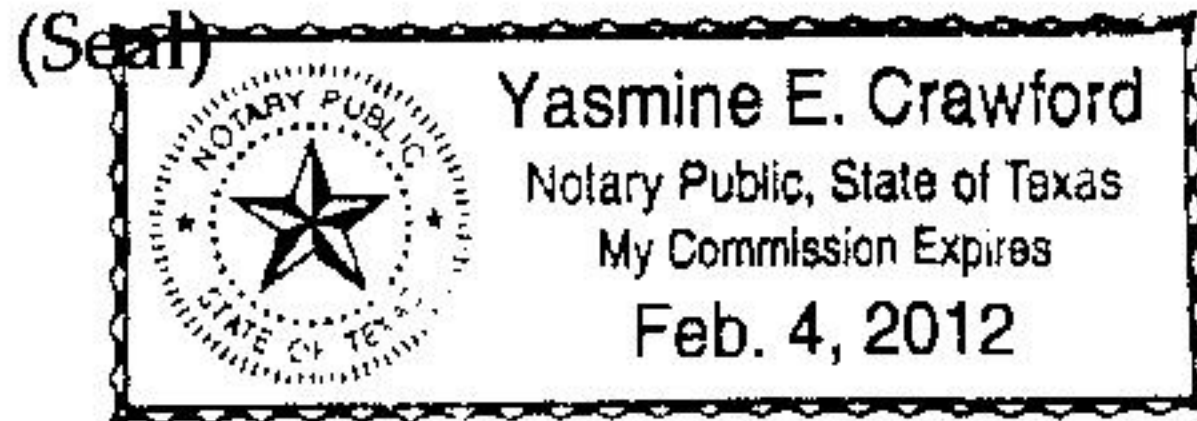
Printed Name: Jim Harrison

Title: Vice President

Date: 10/8/08

THE STATE OF TEXAS §  
COUNTY OF Travis §

This instrument was acknowledged before me on this 8th day of October, 2008 by Jim Harrison, Vice President of Toll San Antonio TX, LLC, a Texas limited liability company, on behalf of said limited liability company.



  
Notary Public Signature

Doc# 20080221969 Fees: \$28.00  
10/10/2008 1:18PM # Pages 4  
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:

OCT 10 2008



  
COUNTY CLERK BEXAR COUNTY, TEXAS