

THIS INSTRUMENT IS BEING REFILED FOR THE PURPOSE OF ADDING EXHIBIT "A" ATTACHED, HERETO AND MADE A PART HEREOF.

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

OF A

6.72 Acre Tract

BEXAR COUNTY, TEXAS

~~44-000~~  
# 98-82951A2  
\$43.00  
(re-file)

98- 0180389

COUNTY OF BEXAR §

THE STATE OF TEXAS §

98- 0185204

This Declaration is made on the date hereinafter set forth by Sendero Ranch Development, Ltd., hereinafter referred to as "Declarant".

RECITATIONS:

1. Declarant is the owner of a 6.72 acre tract of land (the "Property") located in Bexar County, Texas, which property comes out of a 618.12 acre, more or less, tract of land which Declarant has subsequently platted and subdivided, being a Subdivision known as Sendero Ranch, a Planned Unit Development such 618.12 acre tract of land being more particularly described in that certain Warranty Deed from River City Associates, L.L.C. to Sendero Ranch Development, Ltd., dated March 23, 1994 and recorded under Bexar County Clerk's File No.94-0055637 in the Official Public Records of Real Property, of Bexar County, Texas.

2. It is the desire and intention of the Declarant to restrict the 6.72 acres so that improvement and development of the property reflects the character and values of the Subdivision Sendero Ranch which is located adjacent to the property.

3. It is the desire and intention of the Declarant to establish such Covenants, Conditions, Easements and Restrictions so that the Property as well as the Subdivision shall be benefited by the preservation of the value, character and desirability of Sendero Ranch.

ARTICLE I

GENERAL RESTRICTIONS

All of the property shall be owned, held, encumbered, leased, used, occupied and enjoyed subject to the following limitations and restrictions:

- 1.1. Zoning. The property shall be limited to the permitted uses for a B-2 Zoning District, as defined by the City of San Antonio Zoning Ordinances, and Exhibit A attached hereto. In addition, Declarant, also specifically agrees the permitted uses to include feed, seed, fertilizer and farm and ranch equipment and supply retail establishments.
- 1.2. Building Set Back Lines. No structure shall be located on the property nearer than seventy five feet (75') to east or north boundary lines, nor twenty feet (20') to the

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south boundary line, nor nearer than one hundred and twenty five feet (125') to the west boundary line or the boundary line bordering U.S. Hwy 281.

- 1.3. Maximum Height. No building or structure erected, altered or placed on or within the property shall exceed fifty feet (50') in height (measured from the top of the foundation to the topmost part of the roof or projecting architectural element). Notwithstanding, all applicable governmental ordinances, regulations, statutes with respect to the maximum height of building and structures shall be complied with at all times.
- 1.4. Conservation Area. The property shall include a Conservation Area of fifty feet (50') adjacent to the east and north property lines adjacent to Sendero Ranch. This Conservation Area shall be maintained as a landscape buffer between the commercial property and the private residences of Sendero Ranch as well as a habitat for numerous species of wildlife. It shall not be trimmed, pruned, cut-back, penetrated, encroached upon, backfilled with soil, or chemically treated, unless otherwise approved in writing by the Sendero Ranch Master Design Committee.
- 1.5. Signage. No signage shall be allowed other than pedestal type signage. Signage should reflect the character of the Sendero Ranch entrance and/or guardhouse. Signage shall be approved by the Sendero Ranch Master Design Committee. Approval of the signage shall not be unreasonably held.
- 1.6. Entrance. Entrance to the Property shall be from U.S. Hwy 281 and located no less than two hundred feet (200') from the northwest corner of the property. In order to protect and preserve and keep separate the entrance to the subdivision, Sendero Ranch.
- 1.7. Building Materials. All construction must be in accordance with the following guidelines.
  - (a) Building Colors. Colors for the main body of the building (whether stone or plaster) should be compatible with the landscape around them. Choice of stone color should be limited to regional stone colors. Stone of unusual color or distant origin that lack historical context is not allowed. Similarly, choice of plaster colors should either imitate a regional limestone color or be a color which is compatible with the colors of the native landscape.
  - (b) Accent Colors. In keeping with "Hill Country" tradition accent colors on front doors, windows, sash and screens or other architectural elements are allowed, with the approval of the Sendero Ranch Master Design Committee. The accent color should not overwhelm the building's basic color or create a visual distraction from the street.
  - (c) Roofs. All roofing whether for the main building or ancillary buildings shall be metal roofs, being galvanized tin, copper, zinc, or painted metal roofs in natural earth tone colors or natural metal colors. No tile, concrete tile, terra cotta, or asphalt roofing is allowed. All roofs shall have a minimum slope of 6 and 12, other than porch roofs which may have a minimum slope of 2 and 12. Wood shake shingle roofing or decorative colored asphalt shingle roofing may be allowed as architectural decoration on a case by case basis, with the approval of the Sendero Ranch Master Design Committee.
  - (d) Exterior Building Surface Materials. A minimum of seventy five percent (75%) of the body of the building must be constructed of native/regional stone. The stone, when used as a veneer shall be laid as if to resemble an actual masonry load bearing wall with more or less rectangular joints.

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Points and jagged edges which belie the thinness of the stone shall not be allowed. Stone of bold or contrasting colors will also not be allowed. Plaster exterior walls may be used in lieu of stone for the body of the building, although a minimum of ten percent (10%) of the exterior shall incorporate allowable stone. The plaster color shall be limited to earth tones that will harmonize with the natural landscape. Stone should be used for chimneys, lentils, door and/or window surrounds, or as a base detail when using plaster as a primary building surface material. Other exterior surfaces must generally be of materials that will withstand the climate extremes, and like stone and plaster, be natural and unobtrusive to the surrounding landscape. The use of wood as a wall surface is allowed, but is limited to vertical board and batten and wood shake shingles. Other profiles of wood siding will be allowed on a case by case basis with the approval of the Sendero Ranch Master Design Committee. Exterior surface building materials which are specifically prohibited are: metal siding, opaque glass, mirrored glass, vinyl and plastic, reflective materials, and other materials whose appearance in the judgment of the Sendero Ranch Master Design Committee does not convey strength, permanence or durability.

- 1.8 Existing Fencing. The existing fencing located on the property approximately fifty feet (50') inside of the property line and parallel to the northern boundary adjacent to the entrance to Sendero Ranch; along a portion of the west boundary line at Hwy. 281, and along the east boundary line adjacent to the residential property of Sendero Ranch shall not be removed nor relocated nor altered in any manner without the approval of the Sendero Ranch Master Design Committee.
- 1.9 New Fencing. Any additional fencing shall be built and painted to match the existing fencing at The Sendero Ranch entry or as approved by the Sendero Ranch Master Design Committee.
- 1.10 Architectural Review by the Sendero Ranch Master Design Committee. The Sendero Ranch Master Design Committee is that Committee which was established by the "First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Sendero Ranch, Bexar County, Texas and recorded in Volume 6241, Page 897 of the Official Public Records of Real Property, Bexar County, Texas). Plans for the proposed building shall be submitted to the Sendero Ranch Master Design Committee for approval in respect to the restrictions herein. In the event the committee fails to approve or disapprove such plans within fifteen (15) business days after the plans and/or specifications have been received by the Committee, approval will not be required and the provisions of this section will be deemed to have been fully complied with. The address of the Master Design Committee for the purposes of approval shall be Sendero Ranch Master Design Committee, c/o Christopher C. Hill, 5111 Broadway, San Antonio, TX 78209, telephone number (210) 828-6565.

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ARTICLE II

MISCELLANEOUS

- 2.1 Enforcement. Declarant, its successors and assigns, shall have the right, but not the obligation, to enforce observance and performance of the restrictions, easements, covenants and conditions contained herein and, in order to prevent a breach or to enforce the observance or performance of same, shall have the right, in addition to all other legal remedies provided herein or by law, to an injunction, either prohibitive or mandatory, acquiescence in any violations shall not be deemed a waiver of the right to enforce against the violator or others the conditions so violated or any other conditions.
- 2.2 Limitations of Liability. Neither the Declarant, nor the Sendero Ranch Master Design Committee, nor any member of such Committee, shall be liable in damages, or otherwise, to anyone submitting plans, specifications for approval by reason of mistake of judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans, specifications, site plans or other matters submitted to it or arising out of any other action taken or not taken by them, jointly or severally, pursuant to the provisions of this Declaration.
- 2.3 Interpretation. If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. If any provision of the Declaration should be determined to be invalid, illegal or otherwise unenforceable, such provision shall be severable from the remainder of the Declaration and the validity, legality and enforceability of the remainder shall not be adversely affected or impaired thereby and shall remain in full force and effect.
- 2.4 Omissions. If any punctuation, word, clause, sentence or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.
- 2.5 Gender and Grammar. Where required for proper interpretation, words in the singular, whenever used herein, shall be construed to include the plural, and words in the masculine shall include the neuter and the feminine.

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2.6 Laws and Regulations. All Owners of the Property shall at all times comply with all applicable laws, regulations and ordinances of municipal, county, state, federal or other governmental authorities.

2.7 Duration. These covenants, conditions, easements and restrictions shall run with the land and shall be binding upon and against the Property until January 1, 2018, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of seventy-five percent (75%) of the Property (by area) has been recorded agreeing to change said covenants in whole or in part.

EXECUTED EFFECTIVE the 20<sup>th</sup> day of October, 19 98.

Sendero Ranch Development, Ltd.

BY: Crockett Development, Inc., General Partner

By: *Christopher C. Hill*  
Christopher C. Hill, President

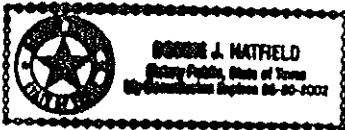
H.C. Inlet

By: *Thomas E. Driess*  
Thomas E. Driess

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on Oct 7, 1998 by CHRISTOPHER C. HILL, President of Crockett Development, Inc., a General Partner SENDERO RANCH DEVELOPMENT, LTD., a Texas Limited Partnership, on its behalf.



*George J. Matfield*  
Notary Public In and for the State of Texas

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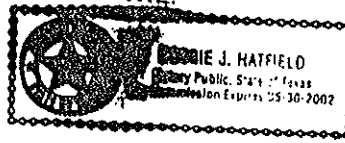
STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on Oct 7, 1998, by  
THOMAS E. DRIESS, President H.C. Inlet.

Barbie Hatfield  
Notary Public in and for the State of Texas

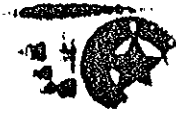
AFTER RECORDING PLEASE  
RETURN TO:

Sendero Ranch Development, Ltd.  
5111 Broadway  
San Antonio, TX 78209



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Filed for Record in  
BEXAR COUNTY, TX  
GERRY RICKHOFF, COUNTY CLERK

On Oct 06 1998

At 10:43am

*CR*

Any provision herein which restricts the sale, rental, or use of the described real property hereinafter is hereby declared void and unenforceable under Federal law. STATE OF TEXAS, COUNTY OF BEXAR. I hereby certify that this instrument was FILED in the Number Sequence on the 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:

Receipt #: 168000  
Recording: 13.00  
Doc/Mgt: 6.00

Doc/Num : 98- 0180369

Deputy -Catherine Revilla

OCT 14 1998



*Gerry Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

**NEEDS REVISION**

At time of Recordation this instrument was found to be inadequate for good photographic reproduction due to: (illegibility, carbon or photo copy, discolored paper, deterioration, etc.)

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