

SCANNED



**CERTIFICATE OF ANNEXATION AND SUPPLEMENTAL DECLARATION FOR
SHAVANO PARK UNIT-18B, PHASE II**

This Certificate of Annexation and Supplemental Declaration for Shavano Park Unit-18B, Phase II ("Unit-18B, Phase II Supplemental Declaration") is made to be effective as of September 15, 2008, by Rogers Shavano Park Unit 18/19, Ltd., a Texas limited partnership ("Declarant").

RECITALS

Pursuant to the Shavano Park Unit 18-Phase I Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 12148, Page 1146, et seq., Real Property Records of Bexar County, Texas, as amended by Amendment to Shavano Park Unit 18-Phase I Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 12367, Page 1534, Real Property Records of Bexar County, Texas and further amended by Second Amendment to Shavano Park Unit 18-Phase I Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 12459, Page 1840, Real Property Records of Bexar County, Texas, and further amended by Third Amendment to Shavano Park Unit 18-Phase 1 Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 13680, Page 2365232, 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 Park Unit 18-Phase I" to certain covenants, conditions and restrictions.

Pursuant to the Declaration, Willow Wood (Shavano Park) Homeowners Association, Inc. 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 the other functions as provided in the Declaration.

Pursuant to **Section 2(b)** 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 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 Willow Wood (Shavano Park) Homeowners Association, Inc., including the liens for assessments as set forth in the Declaration, 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. The following described property ("Annexed Property") is hereby annexed as additional Lots pursuant to the Declaration:

Lots 2186-2190, and Lot 2192, Block 26, Lots 2193-2201, Block 27, and Lots 2202-2222, Block 42, Shavano Park Unit-18B, Phase II, in the City of Shavano Park, Bexar County, Texas, according to plat thereof recorded in Volume 9590, Page 179, Deed and Plat Records of Bexar County, Texas.

3. Common Areas. The following described property is hereby annexed as additional Common Areas pursuant to the Declaration:

Lot 2191, Block 26 (private drainage easement and electric, gas, telephone, and cable TV easement), and Lot 1969, Block 29, (private streets and electric, gas, telephone, cable TV, pedestrian, water and/or sanitary sewer easement), Shavano Park Unit-18B, Phase II, in the City of Shavano Park, Bexar County, Texas, according to plat thereof recorded in Volume 9590, Page 179, Deed and Plat Records of Bexar County, Texas.

The additional Lots and additional Common Areas described herein are collectively referred to herein as the "Annexed Property," or "Shavano Park Unit-18B, Phase II."

4. Subdivision Plat. The term "Subdivision Plat" as defined in **Section 1(y)** of the Declaration shall include the Subdivision Plat of Shavano Park Unit-18B, Phase II, recorded in Volume 9590, Page 179, Deed and Plat Records of Bexar County, Texas, and any amendment thereof upon filing of same for record in the Deed and Plat 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.

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	ADDRESS
2189	26	218 Arbor Circle
2193	27	303 Granville Way
2195	27	214 Granville Way
2200	27	234 Granville Way
2204	42	211 Persimmon Pond
2208	42	226 Persimmon Pond
2213	42	202 Persimmon Pond
2216	42	211 Granville Way
2219	42	223 Granville Way

6. Fences. Section (o)(1) of Exhibit E to the Declaration is hereby amended, with respect only to the Lots within the Annexed Property, to read as set forth in Exhibit A attached hereto and incorporated herein, and Exhibit F (Fence Detail) referenced therein is attached hereto and incorporated herein.

7. Grading Plan. With respect to the Annexed Property, any reference herein or in the Declaration to the Grading Plan and Exhibit G shall be deemed to refer to the Grading Plan set forth on Exhibit G attached to this Unit-18B, Phase II Supplemental Declaration and incorporated herein.

8. Annexation. Effective immediately, the Annexed Property shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to all easements, restrictions, covenants, changes, 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 Unit-18B, Phase II Supplemental Declaration, with the same force and effect as if set out verbatim herein, and shall hereafter be subject to the jurisdiction of the Willow Wood (Shavano Park) Homeowners Association, Inc. and to the supplemental terms and provisions of this Unit-18B, Phase II Supplemental Declaration.

9. Miscellaneous.

(a) Term. This Unit-18B, Phase II Supplemental Declaration including all covenants, conditions and restrictions set forth herein, are 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 Unit-18B, Phase II 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 Unit-18B, Phase II Supplemental Declaration or any provision hereof.

(c) Invalid Provisions. If any one or more of the provisions of this Unit-18B, Phase II 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 Unit-18B, Phase II 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 Unit-18B, Phase II Supplemental Declaration. The obligations of the parties are performable and venue for any legal action arising out of this Unit-18B, Phase II Supplemental Declaration shall lie in Bexar County, Texas.

(e) Counterparts. This Unit-18B, Phase II 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 Unit-18B, Phase II Supplemental Declaration for the limited purposes set forth in the Consent of Lienholder attached hereto.

[COUNTERPART SIGNATURE PAGES FOLLOW]

EXHIBITS:

Exhibit A - Fences

Exhibit F - Fence Detail

Exhibit G - Grading Plan

Consent of Lienholder – Sterling Bank

Consent of Lienholder – The Rogers Shavano Ranch, Ltd.

AFTER RECORDING, RETURN TO:

Jamie M. Wilson

WILSON & WILSON LAW, P.C.

3303 Oakwell Court, Suite 110

San Antonio, Texas 78218

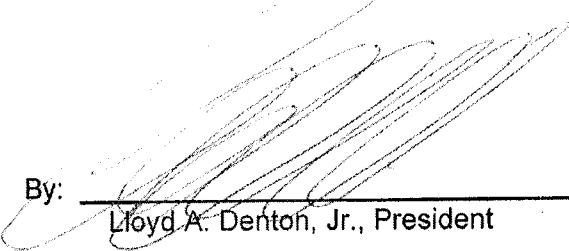
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**COUNTERPART SIGNATURE PAGE
TO
UNIT-18B, PHASE II SUPPLEMENTAL DECLARATION**

DECLARANT:

**ROGERS SHAVANO PARK UNIT 18/19, LTD., a
Texas limited partnership**

**By Its Sole General Partner:
Bitterblue, Inc., a Texas corporation**

By: 
Lloyd A. Denton, Jr., President

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on September 8, 2008, by
Lloyd A. Denton, Jr., President of Bitterblue, Inc., a Texas corporation, the sole General
Partner of Rogers Shavano Park Unit 18/19, Ltd., a Texas limited partnership, on behalf of
said limited partnership.


Notary Public, State of Texas



EXHIBIT A

FENCES

(1) The required and permitted fencing which may be installed by an Owner, subject to the requirements of this **Section**, are as follows:

(a) Interior Side and Rear Line Fences for Lots 2186-2190, and 2192, Block 26, Lots 2193-2201, Block 27, and Lots 2202-2222, Block 42: May be all masonry, wrought iron, a combination of wrought iron and masonry, a combination of wood and masonry, or all wood provided it does not conflict with other provisions herein. Each Owner is responsible for the proper maintenance of that portion of the fence which abounds the Owner's Lot.

(b) Side Fencing Adjacent to Streets for Lot 2193, Block 27 and Lots 2202, 2213 and 2214, Block 42: May be all masonry, a combination of masonry and wrought iron, or combination of masonry and wood with a top rail (Per **Exhibit F**) as approved by the ACC. Masonry columns shall be no further than twenty five feet (25") apart.

(c) Wing Walls and Gates: Wing walls (fences located between the main structure and any side Lot line) may be all masonry, a combination of masonry and wrought iron, or a combination of masonry and wood with a top rail as approved by the ACC.

EXHIBIT F

FENCE DETAIL

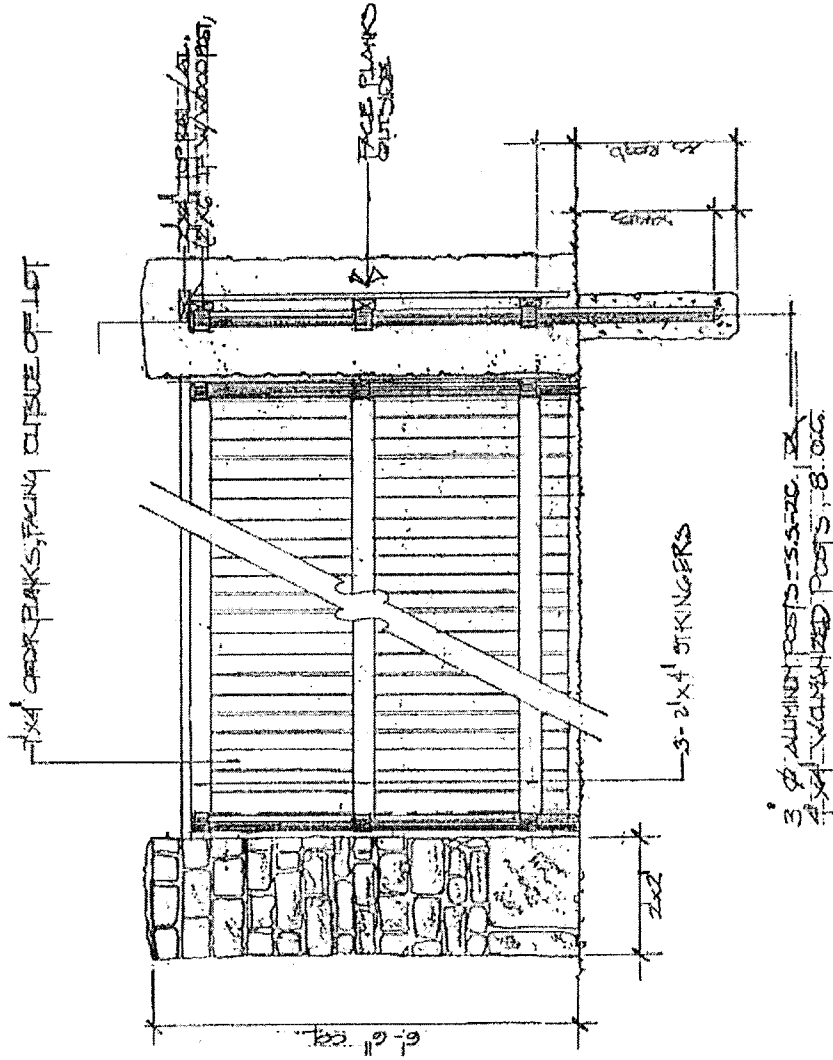
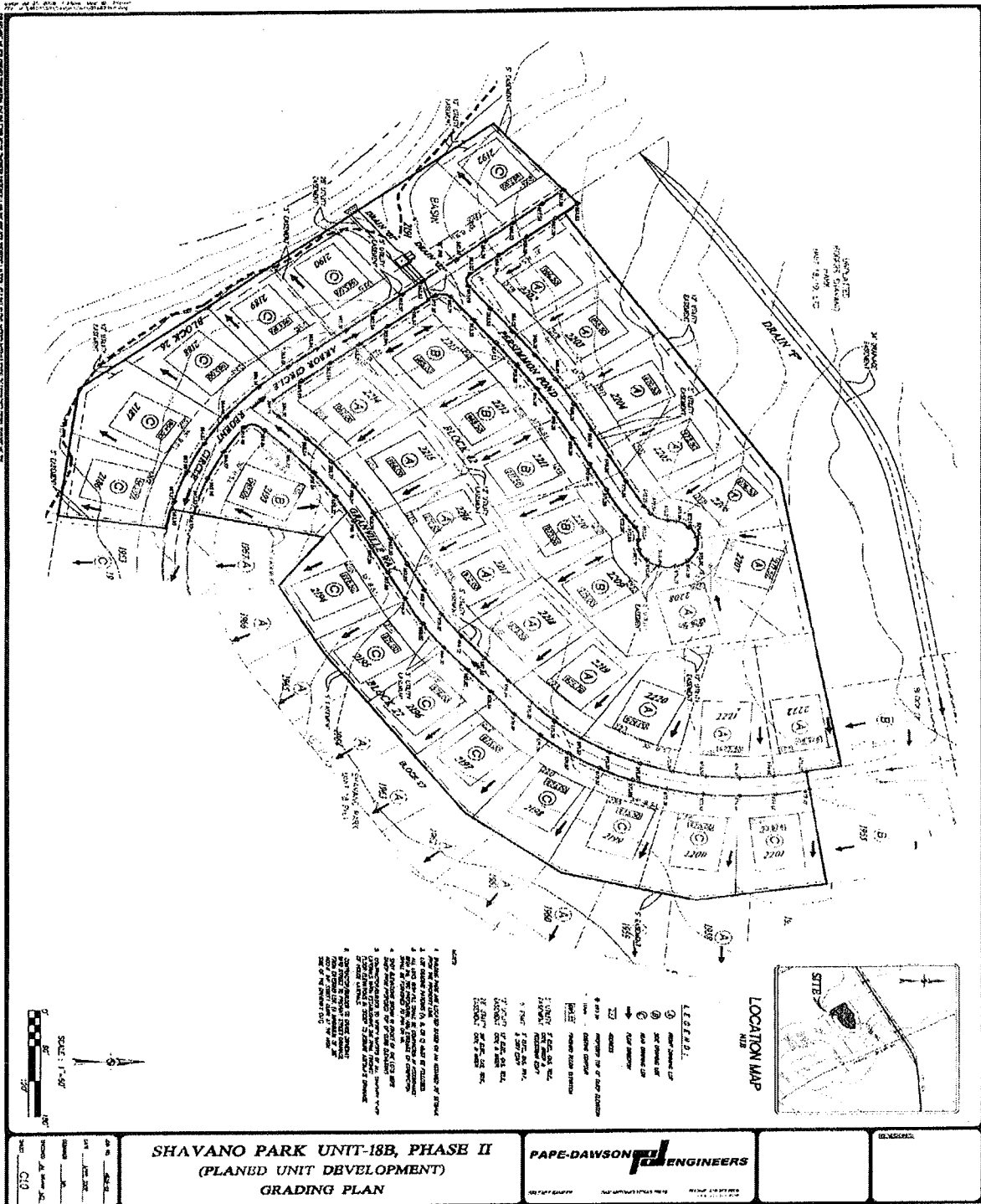


EXHIBIT G

GRADING PLAN



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 Park Unit-18B, Phase II ("Unit-18B, Phase II Supplemental Declaration"), being described in the Deed of Trust for the benefit of the undersigned recorded in Volume 12822, Page 516, Real Property 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 Unit-18B, Phase II 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 Unit-18B, Phase II Supplemental Declaration. Any owner who accepts title to any of the Property subject to this Unit-18B, Phase II Supplemental Declaration specifically acknowledges that the undersigned Lienholder is not a party to this Unit-18B, Phase II 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 Unit-18B, Phase II 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 September 10, 2008.

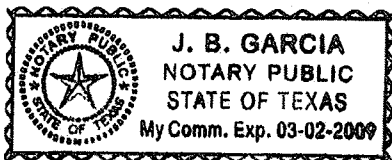
LIENHOLDER:

STERLING BANK, a national banking association

By: [Signature]
Name: STEVE YORK
Title: EXECUTIVE VICE PRESIDENT

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on SEPTEMBER 10, 2008, by STEVE YORK, EXECUTIVE VICE PRES of Sterling Bank, a national banking association, on behalf of said association.



[Signature]
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 Park Unit-18B, Phase II ("Unit-18B, Phase II Supplemental Declaration"), being described in the Deeds of Trust for the benefit of the undersigned, recorded in Volume 10075, Page 1625, and Volume 10075, Page 1641, Real Property 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 Unit-18B, Phase II 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 Unit-18B, Phase II Supplemental Declaration. Any owner who accepts title to any of the Property subject to this Unit-18B, Phase II Supplemental Declaration specifically acknowledges that Lienholder is not a party to this Unit-18B, Phase II 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 Unit-18B, Phase II 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 September 8, 2008.

LIENHOLDER:


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

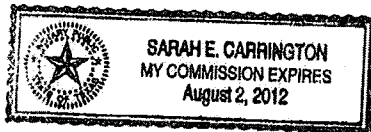
By Its General Partners:
W.R. Family Group, L.C., a Texas limited liability company

By: 
Wallace Rogers III, Manager

STATE OF TEXAS
COUNTY OF BEXAR

This instrument was acknowledged before me on September 8, 2008, by Wallace Rogers, III, Manager of the W.R. Family Group, L.C., 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.


Notary Public, State of Texas



THE N.R. Family Group, Inc., a Texas corporation

By: Jean Rogers Winchell
Jean Rogers Winchell, President

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on September 8, 2008, by Jean Rogers Winchell, President of The N.R. Family Group, Inc., a Texas corporation, as a General Partner of The Rogers Shavano Ranch, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Sarah E. Carrington
Notary Public, State of Texas



Doc# 20080202290 Fees: \$50.00
09/15/2008 2:08PM # Pages 12
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 15 2008



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS
INSTRUMENT WAS FOUND TO BE INADEQUATE
FOR THE BEST PHOTOGRAPHIC REPRODUCTION
BECAUSE OF ILLEGIBILITY, CARBON OR
PHOTO COPY, DISCOLORED PAPER ETC