

**AMENDMENT TO SHAVANO PARK UNIT 18-PHASE 1 DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

This Amendment ("Amendment") is made to be effective as of July 1, 2006, by **Rogers Shavano Park Unit 18/19, Ltd.**, a Texas limited partnership ("Declarant") and is joined in by the President and Secretary of the Board of Directors of the Willow Wood (Shavano Park) Homeowners Association, Inc., for the purposes set forth herein.

**RECITALS**

Declarant heretofore subjected certain real property in the City of Shavano Park, Bexar County, Texas (collectively, the "Properties") to certain covenants, requirements, conditions, restrictions, easements, charges and liens, jurisdiction and assessments pursuant to the Shavano Park Unit 18-Phase 1 Declaration of Covenants Conditions, Easements and Restrictions, recorded in Volume 12148, Page 1146, Official Public Records of Real Property of Bexar County, Texas ("Declaration").

Pursuant to the terms of the Declaration, the Willow Wood (Shavano Park) Homeowners Association, Inc. ("Association") has been formed and has jurisdiction over the Properties.

**Section 13(b)** of the Declaration provides that the Declaration may be amended by written instrument executed by the Declarant and, prior to Turnover, by the President and Secretary of the Association, upon approval of the amendment by affirmative vote of 2/3<sup>rd</sup> in number of the Directors of the Association, upon recording of such written instrument in the Real Property Records of Bexar County, Texas.

The minimum front and side setback requirements specified in **Exhibit E, Section (e)** of the Declaration are incorrectly stated, and Declarant desires to amend such setback requirements to comply with applicable governmental requirements and to be consistent in all material respects with and in furtherance of the general plan and scheme of development as evidenced in the Declaration.

NOW, THEREFORE, the Declarant hereby amends the Declaration, with the approval of the Board of Directors of the Association, as follows:

1. **Setback Lines. Section (z)(1)** in **Exhibit E** to the Declaration is amended to read as follows:

**(z) Structures: Placement on Lots, Size and Height:**

(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 except in accordance with the following:

<b>MINIMUM SETBACK REQUIREMENTS</b>	
<b>Front Setbacks</b>	Rectangular Lots – thirty-five feet (35') or as shown on the Subdivision Plat
<b>Side Setbacks</b>	Greater of (i) ten feet (10') from the adjoining Lot line, or (ii) thirty feet (30') from the nearest outside wall of the residence constructed on the adjoining Lot
<b>Rear Setbacks</b>	twenty-one feet (21')

Notwithstanding the foregoing, for good cause shown, a residence or garage may be allowed to be erected closer than the required setback to the front boundary line of a Lot with written approval of the ACC, provided there shall be no projections nor encroachments into any utility or drainage easement. 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 ACC shall have the right to grant variances to the setbacks established in this Section to accommodate 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 ACC and may also require approval by the Board of Adjustments or other applicable department of the City.

2. Approval of Amendment. The undersigned President and Secretary of the Association hereby certify that this Amendment to the Declaration has been approved by the unanimous affirmative vote of the Board of Directors of the Association,

3. Miscellaneous.

(a) Capitalized Terms. All capitalized terms used in this Amendment shall have the meaning assigned to such term in the Declaration, unless otherwise expressly defined herein.

(b) Other Terms. Except as amended in this Amendment, all other terms and provisions of the Declaration shall remain unchanged and the Declaration, as amended hereby, shall remain in full force and effect.

(c) Consent of Lienholders. The current owners and holders of existing mortgages and liens upon and against the Properties, or any portion thereof, have consented to and joined in the execution of this Amendment solely for the limited purposes set forth in the Consent of Lienholder executed by each such lienholder and attached hereto and incorporated herein.

(d) Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ATTACHMENTS:**

Consent of Lienholder – The Rogers Shavano Ranch, Ltd.  
Consent of Lienholder – Sterling Bank

**AFTER RECORDING, RETURN TO:**

Ms. 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 AMENDMENT TO  
SHAVANO PARK UNIT 18-PHASE 1 DECLARATION**

**DECLARANT:**

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

**By Its 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 August 14, 2006, by  
Lloyd A. Denton, Jr., President of Bitterblue, Inc., a Texas corporation, the General  
Partner of Rogers Shavano Park Unit 18/19, Ltd., a Texas limited partnership, on behalf  
of said limited partnership.



*Sarah E. Carrington*

Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO AMENDMENT TO  
SHAVANO PARK UNIT 18-PHASE 1 DECLARATION**

**JOINDER BY THE PRESIDENT AND SECRETARY  
OF THE ASSOCIATION:**

**WILLOW WOOD (SHAVANO PARK)  
HOMEOWNERS ASSOCIATION, INC.**

By: Todd Helmer  
Todd Helmer, President

By: Jami Carr  
Jami Carr, Secretary

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on <sup>August</sup> ~~July~~ 14, 2006, by Todd Helmer, President of the Willow Wood (Shavano Park) Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Sarah E. Carrington  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on <sup>August</sup> ~~July~~ 14, 2006, by Jami Carr, Secretary of the Willow Wood (Shavano Park) Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



Sarah E. Carrington  
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 August 21, 2006, 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



**CONSENT OF LIENHOLDER**

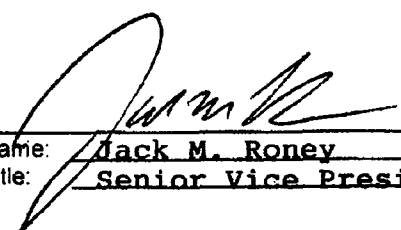
The undersigned, being the owner and holder of existing mortgage(s) and liens upon and against a portion of the Property subject to this Amendment to Shavano Park Unit 18, Phase 1 Declaration of Covenants, Conditions, Easements and Restrictions ("Amendment"), being described in the Deed of Trust for the benefit of the undersigned recorded in Volume 11486, Page 1858, 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 Amendment for the limited purposes herein stated

The undersigned hereby join in the execution of this instrument for the sole purpose of subordinating the liens held by the undersigned to all of the provisions of the foregoing Amendment. Any owner who accepts title to any of the Property subject to the Declaration, as amended by the Amendment, specifically acknowledges that the undersigned lienholder is not a party to this Amendment or the 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 said lienholder from any claims or liability with respect to, or arising out of, the Amendment and the 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 August 14, 2006.

**LIENHOLDER:**

**STERLING BANK**

By:   
Name: Jack M. Roney  
Title: Senior Vice President

STATE OF TEXAS

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on August 14th, 2006, by Jack M. Roney Sr. Vice Pres. of Sterling Bank, a banking association, on behalf of said banking association.



  
Notary Public, State of Texas

Doc# 20060213241 Fees: \$48.00  
09/01/2006 4:00PM # Pages 9  
Filed & Recorded in the Official Public  
Records of BEXAR COUNTY  
GERRY 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  
the date and at the time stamped herein by me and was duly RECORDED  
in the Official Public Record of Real Property of Bexar County, Texas on:

SEP 01 2006



*Gerry Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS