

COPY

CERTIFICATE OF ANNEXATION AND SUPPLEMENTAL DECLARATION
FOR MENDER SPRINGS, UNIT G-1

This Certificate of Annexation and Supplemental Declaration for Menger Springs, Unit G-1 ("Unit G-1 Supplemental Declaration") is made to be effective as of September 14, 2007, by Menger Springs Units 1 and 2, Ltd., a Texas limited partnership ("Declarant"), and joined in by Menger Springs Unit G-1, Ltd., a Texas limited partnership ("Owner"), for the purposes set forth herein.

RECITALS

By instrument entitled *Declaration of Covenants, Conditions and Restrictions for Menger Springs, Unit 2*, recorded in Volume 867, Page 692, et seq., Official Records of Kendall County, Texas ("Declaration"), Declarant subjected certain real property in the development known as *Menger Springs* and more particularly described in the Declaration as *Menger Springs, Unit 2*, to certain covenants, conditions and restrictions.

Pursuant to the Declaration, Menger Springs Homeowners Association 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 in Exhibit A attached to the Declaration, 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 has heretofore annexed certain properties out of the Annexation Area in accordance with the terms of the Declaration.

Owner is the owner of the Annexed Property (as herein defined), and Declarant and Owner desire to join in this Unit G-1 Supplemental Declaration for the purpose of subjecting such Annexed Property to the terms of the Declaration, as amended and supplemented herein, and to the jurisdiction of the Menger Springs Homeowners Association, including the liens for assessments as set forth in the Declaration, and to impose certain supplementary and/or different covenants, conditions and restrictions on the Annexed Property, as set forth herein.

NOW, THEREFORE, Declarant, joined by Owner, 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 61-63, 66-71, and 95, Block 3, Lots 112-114, Block 6, and Lots 115-129, Block 4, Menger Springs Unit G-1, in Kendall County, Texas, according to the plat thereof recorded in Volume 5, Pages 175-176, and Amending Plat of Menger Springs Unit G-1, recorded in Volume 5, Page 361, Plat Records of Kendall County, Texas.

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

All private streets, including the streets designated as Wells Springs and Knoll Springs, and all easements, shown on the plat for Menger Springs, Unit G-1, Kendall County, Texas, recorded in Volume 5, Pages 175-176, and Amending Plat of Menger Springs Unit G-1, recorded in Volume 5, Page 361, Plat Records of Kendall County, Texas.

The additional Lots and additional Common Areas described herein are collectively referred to herein as the "Annexed Property," or "Menger Springs Unit G-1."

4. Subdivision Plat. The term "Subdivision Plat" in Section 1(gg) of the Declaration shall include the Subdivision Plat of Menger Springs Unit G-1, recorded in Volume 5, Pages 175-176, and Amending Plat of Menger Springs Unit G-1, recorded in Volume 5, Page 361, Plat Records of Kendall County, Texas, and any amendment thereof upon filing of same for record in the Plat Records of Kendall 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. General Restrictions. The following provisions of Section 4 of the Declaration are amended as set forth below only with respect to the Lots within the Annexed Property described herein.

(a) Construction and Design Restrictions. Section 4(g) is amended to read as follows:

(g) Construction and Design Restrictions. In order to protect the overall integrity of the Subdivision as well as the quality and appearance of improvements of all Owners within the Subdivision, the ACC shall have the right, but not the obligation, to control all construction, development and improvement activities of any kind within the Subdivision, and to insure that all such activities are properly conducted in a good workmanlike manner, and in accordance with standard industry trade practices. Traditional Hill Country or Fredericksburg style architecture and roofing, and exterior materials and colors, are encouraged for the Subdivision. No geodesic, A-Frames, log homes, or free style architectural designs shall be permitted. Owners are encouraged to submit preliminary or conceptual plans of front elevation (and side elevation on corner lots), and the positioning of the Living Unit upon the Lot to the ACC for review and comment, prior to the completion of final plans. Prior to the commencement of any construction, all final plans must be approved in writing by the ACC, and by the City, as applicable.

(b) Utilities. Section 4(x) is amended to read as follows:

(x) Utilities. No individual water supply system or sewage disposal system shall be permitted on any Lot, including, but not limited to, water wells, cesspools, or septic tanks. Each Lot must utilize the public water system and sewage disposal system provided to and serving the Subdivision.

6. Additional Restrictions. Notwithstanding anything to the contrary contained in the Declaration, Section 5 of the Declaration entitled "Construction Standards and Requirements" is amended with respect only to the Lots within the Annexed Property to read as set forth in Exhibit A attached hereto and incorporated herein.

7. Easements.

(a) Zero Lot Line Easements. The following easements are reserved and established on each Lot within the Annexed Property to accommodate the development of zero lot line Lots:

(i) An eight inch (8") wide masonry wall and lug easement is hereby reserved and established on each side of each Lot line.

(ii) A five foot (5') zero lot line easement is hereby reserved and established along each side of each Lot for the purpose of construction, maintenance and/or repair of residences built on or near the zero lot line of such Lot, and for drainage and the acceptance of storm water flow from the roof overhang or otherwise from the adjoining Lot.

(iii) All Lots adjacent to Lots with improvements (including the garage) situated on or within one foot (1') of a zero lot line (the 1' being an allowance of errors in the actual placement of improvements on the Lots) shall be subject to a five foot (5') access easement for the construction, repair and maintenance of improvements located upon any adjacent Lot where such improvements are located on or near the zero lot line of such adjacent Lot.

8. Annexation. Effective immediately, the Annexed Property shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to all easements, restrictions, covenants, charges, 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 G-1 Supplemental Declaration, with the same force and effect as if set out verbatim herein, and shall hereafter be subject to the jurisdiction of the Menger Springs Homeowners Association, and to the supplemental terms and provisions of this Unit G-1 Supplemental Declaration.

9. Miscellaneous.

(a) Binding Effect. This Unit G-1 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) Amendment. In no event shall any of the supplemental covenants, conditions and restrictions pertaining to the Annexed Property set forth in this Unit G-1 Supplemental Declaration be construed so as to revoke, modify or add to the covenants established by the Declaration as they are applicable to the Existing Property. The supplemental covenants, conditions and restrictions pertaining only to the Annexed Property set forth in this Unit G-1 Supplemental Declaration may be amended until January 1, 2020, by written instrument executed by the Owners of ninety percent (90%) or more of the residential Lots within Menger Springs Unit G-1, upon recording of such written instrument in the Official Records of Kendall County, Texas, provided that until such date no amendment shall be effective unless approved and executed by Declarant. Notwithstanding the foregoing, Declarant shall have the right to file an amendment to this Unit G-1 Supplemental Declaration without the necessity of joinder by any Owner of Lots, or any interest therein, for the purposes of correcting an error, clarifying an ambiguity, inserting an omitted portion, or removing any contradiction in the terms herein, or for any reason whatsoever deemed necessary for the benefit of the Property and the Subdivision as determined by Declarant, in its sole discretion, so long as the general scheme contemplated herein and in the Declaration is not materially altered.

(c) Headings. Section and other headings contained in this Unit G-1 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 G-1 Supplemental Declaration or any provision hereof.

(d) Invalid Provisions. If any one or more of the provisions of this Unit G-1 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 G-1 Supplemental Declaration and all other applications of any such provision shall not be affected thereby.

(e) 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 G-1 Supplemental Declaration. The obligations of the parties are performable and venue for any legal action arising out of this Unit G-1 Supplemental Declaration shall lie in Kendall County, Texas.

(f) Counterparts. This Unit G-1 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.

(g) 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 G-1 Supplemental declaration for the limited purposes set forth in the Consent of Lienholder attached hereto.

[COUNTERPART SIGNATURE PAGES FOLLOW]

EXHIBITS AND ATTACHMENTS:

Exhibit A - Construction Standards and Requirements
Exhibit B - Fence/Gate Standards
Consent of Lienholder - The Frost National Bank
Consent of Lienholder - Balous T. Miller and Julie A. Miller

AFTER RECORDING, RETURN TO:

Ms. Sarah Carrington
Bitterblue, Inc.
11 Lynn Batts Lane, Suite 100
San Antonio, Texas 78218

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COUNTERPART SIGNATURE PAGE
TO
UNIT G-1 SUPPLEMENTAL DECLARATION

DECLARANT:

MENGER SPRINGS UNITS 1 & 2, LTD., a Texas limited partnership

By Its Sole General Partner:
BITTERBLUE, INC., a Texas corporation

By: _____

[Handwritten Signature]
Lloyd A. Denton, Jr.
President

STATE OF TEXAS

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on September 7, 2007, by Lloyd A. Denton, Jr., President of Bitterblue, Inc., a Texas corporation, the sole General Partner of Menger Springs Unit 1 & 2, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[Handwritten Signature]

Notary Public, State of Texas



COUNTERPART SIGNATURE PAGE
TO
UNIT G-1 SUPPLEMENTAL DECLARATION

OWNER:

MENGER SPRINGS UNIT G-1, 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

The foregoing instrument was acknowledged before me on September 7, 2007,
by Lloyd A. Denton, Jr., President of Bitterblue, Inc., a Texas corporation, the sole General Partner of Menger
Springs Unit G-1, Ltd, a Texas limited partnership, on behalf of said limited partnership.

Sarah E. Carrington
Notary Public, State of Texas

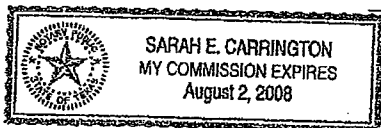


EXHIBIT A

CONSTRUCTION STANDARDS AND REQUIREMENTS

5. Construction Standards and Requirements.

(a) **Antennas and Flagpoles.** Antenna and satellite dishes are generally discouraged. No radio or television aerial wires or antennae or other radio or television related apparatus or equipment shall be placed or maintained on any residence or on any other exterior portion of a Lot except with the prior written approval of the ACC which shall have the authority to disapprove the installation of same. With the prior written consent of the ACC, a satellite disc or dish of not more than eighteen inches (18") in diameter may be placed on a Lot where not visible from a street or Common Area and where such location does not adversely affect the view from an adjacent Lot.

Flagpoles of a modest size may be displayed if specifically approved by the ACC. Flagpoles must be in proportion to the modest size of the flag and may not exceed the height of the horizontal line of the roof fascia of the structure to which the flagpole is attached or most closely located.

(b) **Artificial Vegetation.** No artificial vegetation shall be installed or kept in the front or side yard areas on any Lot.

(c) **Athletic Facilities.**

(1) Tennis-court or sport-court lighting and fencing shall be allowed only with the approval of the ACC and shall meet all other applicable governmental requirements. No outdoor lighting of outdoor athletic facilities shall be permitted.

(2) Basketball goals, or backboards, or any other similar sporting equipment (portable basketball goals) of either a permanent or temporary nature are allowed only in the backyard. Placement of basketball goals are prohibited in the front yard or side yard of any home. Basketball goals shall be placed a minimum of five feet (5') of any Lot line. Written consent by the ACC as to location and style shall be obtained prior to installation. In addition:

(i) All basketball backboards shall be a clear or a smoke-colored, see-through material. The ACC will consider other quality backboard materials.

(ii) All supporting poles and stanchions shall be painted either black or dark hunter green.

(iii) Basketball backboards may not be affixed to the main residence building.

(iv) All basketball backboards shall be maintained in a playable condition at all times and any damaged structure shall be repaired or removed immediately.

(v) The ACC will have the right to further regulate the appearance and placement of all sporting apparatus including basketball goals.

(3) All children's play equipment or structures shall be submitted to the ACC for review and approval. The following restrictions apply:

(i) Any play structure shall be placed a minimum of ten (10') from the side or rear property lines and shall not exceed eight feet (8') in height as measured from the top of the ground to the topmost part of the structure.

(ii) Any tarp or roofing material shall be dark hunter green or wood (not painted or stained) to match the main structure. No bright or multi-colored tarps are allowed.

(iii) No decks or fort levels will be permitted which would allow viewing into the surrounding properties.

(iv) Slides or tube shoots shall not be seen from the surrounding properties.

(4) Landscaping and fencing requirements may be established by the ACC for the purpose of screening courts and play equipment in an aesthetically pleasing manner.

(d) **Building Materials, Finishes and Colors:**

(1) Masonry. All exterior walls of the main residence buildings on any Lot shall be constructed of one hundred percent (100%) masonry or masonry veneer. In determining compliance with this Section, a window and/or door surrounded by materials other than masonry or masonry veneer shall be considered non-masonry. Masonry or masonry veneer includes stucco, rock and all other material commonly referred to in Kendall County, Texas as masonry, but shall exclude brick and any product, regardless of composition, which is manufactured to have a wood or non-masonry appearance and/or artificially manufactured stone. Absent the express written consent of the ACC, vinyl siding and aluminum siding shall not be allowed.

(i) Color: limited to earth tones approved by the ACC.

(ii) Stucco: must have a light sand finish or light hand-trowel finish. Synthetic stucco is prohibited. No Monterey, swirl, or patterned stucco is allowed.

(iii) Rock: shall be rectangular cut with no irregular patterns, and is subject to approval by the ACC.

(iv) Mortar (subject to ACC approval):

(1) Shall be compatible with masonry color. No high contrasting colors.

(2) Mortar joint shall be flush with masonry or be slightly finger-raked. No tooled or deep-raked joints.

(2) Siding and Sidewall Design. Subject to the limitations imposed in **Subsection 1** above, wood siding or Hardi-Plank siding (provided such siding is not visible from any street) may be used. All other siding materials, and all siding colors, must be approved by the ACC. Absent the express written consent of the ACC, vinyl siding and aluminum siding shall not be allowed. The sidewall of each house on a corner lot that faces a side street will be designed, constructed and maintained to create an attractive appearance that is comparable to its front elevation in terms of building materials, use of architectural trim and décor, windows, doors and other relief areas.

(3) Patio/Atrium Walls. Any patio/atrium walls built along the zero lot line are required to be at least eight feet (8') above the finished floor of the higher of the two (2) adjacent Lots.

(4) Roofing. The surface of roofs of principal and secondary structures, including garages and domestic living quarters, shall be standing-seam metal. No wood shingle, wood shake, tile, or composition shingle roofing is permitted. Metal standing seam roofing must be a dull silver finish and may not be painted. All metal roofing colors, finishes and materials are subject to ACC approval.

All roofs shall have a pitch of 4:12 or greater. No flat roofs shall be permitted except if the roof structure is integral to the architecture of the house and the architectural style is acceptable to and approved by the ACC. Minimum roof overhang is six inches (6"). The ACC shall establish roofing criteria which are directed to generally improving the quality of material used, and encouraging the use of colors which are in harmony with other structures in the Subdivision.

(5) Finishes and Colors. The exterior colors of all improvements on a Lot, including any repainting of improvements, shall be subject to approval by the ACC. A sample of the masonry, roofing material, paint color(s) and any additional exterior materials shall be submitted to the ACC for review prior to its application. Any changes to exterior material or color shall be submitted to the ACC for review.

(6) **Windows.** All windows shall be wood, factory or pre-finished painted metal windows and shall be beige or taupe only. No mill finish aluminum is permitted. All glass in exterior windows shall be of a color and type approved by the ACC. No bronze colored, reflective, mirror type, or stained glass is permitted on the front elevation of the residence on a Lot. All other colors and materials are subject to ACC approval.

(7) **Clerestory Windows.** Any clerestory window must be approved in writing by the adjacent property Owner and the ACC.

(8) **Glass Block.** All glass block on the zero lot line side shall be fully opaque. The maximum area of the glass block is twenty inches (20") in height and eight feet (8') in width. The glass block shall not be placed within seven feet (7') of the finished floor. Only one glass block area is allowed on the zero lot line side.

(9) **Exterior Glass and Mirrors.** No reflective or mirrored glass shall be used on, in or for the windows or doors of any buildings or other improvements constructed upon the Properties.

(10) **Tubular Skylights.** Tubular skylights are allowed only with written permission from the ACC.

(e) **Burglar and Fire Alarms.** Each residence constructed on a Lot within the Subdivision shall be pre-wired for smoke detectors as stipulated by the ordinances and/or building codes of applicable Governmental Authority then in effect. The ACC may, but is not required to establish, minimum standards for such smoke detectors and shall, at such time, make the same available to Lot Owners and Builders and may disapprove any plans and specifications not conforming to this provision or such standards.

(f) **Chimneys.** Chimneys are required to be one hundred percent (100%) masonry and will be composed of masonry matching the masonry used on the residence.

(g) **Compliance with Provisions of this Declaration.** Each Owner shall comply strictly with the provisions of these restrictions as the same may be amended from time to time. Failure to comply with any of the terms of this Declaration shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by an aggrieved Owner or Declarant. Declarant makes no warranty or representation as to the present or future validity or enforceability of this Declaration, its terms or provisions. Any Owner acquiring a Lot in reliance on this Declaration, its terms and provisions, shall assume all risks of the possible amendment, validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless from any damages resulting from any amendment to or invalidity or unenforceability of this Declaration.

(h) **Construction Activities.** Notwithstanding any provision herein to the contrary, this Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon any Lot within the Properties. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, or similar activities, provided that such construction is pursued to completion with reasonable diligence and as hereinafter provided, and conforms to usual construction practices in the Kendall County area.

(i) **Construction in Place.** All Improvements constructed on the Properties shall be built in place on the Lot and the use of prefabricated buildings is prohibited.

(j) **Corner Lot Residences.** Residences constructed on corner Lots shall be oriented so that the front of the residence shall face the street approved by the ACC.

(k) **Drainage.** All storm water from any Lot shall drain into or onto contiguous or adjacent street rights-of-way, drainage easements, or retention areas. All work done on any Lot affecting or pertaining to the Lot grade, the flow of surface water drainage, the alteration or removal of any drainage or environmental berm or swale or any storm berm or swale, must be in accordance with the site grading and drainage plans prepared by an engineer selected by Declarant or the ACC to prepare such plan or plans and also in accordance with all applicable laws, codes and regulations. Within any platted drainage easements, the Owner shall not permit

the following: (i) any buildings or other structures to be erected, (ii) any planting of vegetation to occur except as per a landscape plan approved by the ACC, or (iii) any reshaping, grading or other alteration of such drainageway that would impede, accelerate, divert or enhance the natural flow of water thereover.

(l) **Driveways, Sidewalks and Curbs.**

(1) Driveways.

(i) Driveways on each residential Lot and visible from a street must be constructed of broom finished concrete. Borders may be allowed with the ACC's written approval. Stamped concrete and pavers are permissible only if the material is light to medium gray in color and is otherwise approved by the ACC.

(ii) No more than one (1) curb cut per Lot shall be permitted without approval of the ACC. Except with approval of the ACC, no circular driveway shall be more than twenty feet (20') in width. Driveway locations shall be only as approved by the ACC.

(iii) Driveways which have more than six inches (6") of exposed concrete foundation sides shall have a masonry veneer applied or be fully parged. Landscaping may be required depending on the amount of exposure.

(iv) The driveway leading directly to the garage shall in all cases, and regardless of the house being on the topographically low or high side of the street, be constructed in a manner consistent with the F.H.A. Block and Lot Grading data sheet guidelines and the following:

(1) The elevation of the driveway surface at a point ten linear feet (10') from the curb line shall be at least nine inches (9") higher than the pavement grade at gutter line. There shall be a twelve percent (12%) positive slope meeting the requirements of applicable Governmental Authority.

(2) The grade (slope) of the driveway shall not exceed fourteen percent (14%) (1.4 VF per 10 LF).

(3) For Lots on the topographically low side of the street, and in addition to the above, the driveway shall be constructed with a protective swale in front of the garage to prevent runoff water from entering into the house and/or garage. Also, the driveway shall not have the effect of "trapping" a low area of ground with no other convenient route of drainage. The overall Unit Lot Grading Plan will serve to indicate areas of concern.

(2) Sidewalks.

(i) Sidewalks are not allowed parallel to the street exclusive of the landing.

(ii) Sidewalk landings shall be approved in writing by the ACC on a case-by-case basis.

(iii) Sidewalks/entry walks/ landings shall be at least four feet (4') wide.

(iv) Builders and contractors are required to clean streets immediately after sidewalks and driveways have been constructed.

(3) Curbs.

(i) All curbs shall be cut by an experienced, qualified professional curb cutter. All driveways and curb cuts must be shown on the plans submitted to the ACC and approved prior to any action being taken.

(ii) No curbing shall be ripped out to provide access for a driveway (header curb) or sidewalk approach.

(iii) Any portion of curbing which is damaged, whether during construction or afterwards, shall be repaired as soon as practicable at the sole and exclusive expense of and by the Owner of the Lot appurtenant to such damaged curb.

(4) **General.** Asphalt paving and loose gravel driveways or sidewalks are specifically prohibited forward of the front building line. Builders and contractors are required to clean streets immediately after aggregate finished sidewalks and driveways have been washed.

(m) **Exterior Equipment.** All electric service meters, air conditioning units, pool equipment, or other outdoor equipment shall be located where not in view of any street, Common Areas, or fully screened by landscaping (evergreen plants) or fencing so as not to be in view from any street or Common Areas.

(n) **Exterior Lighting.** Exterior light fixtures are required at the front door of each residence; provided, however, that no light fixture or lantern of any type shall be placed in the front yard of any Lot, or in the back yard of any Lot if same is visible from any other portion of the Properties or any streets, until the same has been approved by the ACC. No exterior lighting of any sort shall be installed or maintained on a Lot where the light source is offensive or a nuisance to neighboring property (reasonable security or landscape, or tennis court lighting is permitted with the approval of the ACC).

(o) **Fences.** No fence or wall shall be built or maintained forward of the front building line, nor any hedge planted or maintained forward of the front setback line, of the main structure. This setback restriction does not apply to decorative walls or fences which are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot unless otherwise approved in writing by the ACC. Except as specifically set forth in this Declaration, all fences or walls located on a Lot are to be maintained at the expense of the Lot Owner. In addition:

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

(i) **Wing Walls and Front Fencing:** (fencing located between the main structure and any side lot line) shall be limestone only and shall match the limestone on the residence.

(ii) **Front Gate:** shall be wrought iron open bar as shown on **Exhibit B**, attached to this Unit G-1 Supplemental Declaration. Gates shall not exceed four feet (4') in width.

(iii) **Street Side Fencing for Lot 71, Block 3 and Lot 115, Block 4 and zero side fencing for Lot 114, Block 6:** are required to be masonry matching the primary masonry on the residence.

(iv) **Rear Fencing for Lots 116-129, Block 4 and Lots 112-114, Block 6:** must be of uniform wrought iron design and color approved by the ACC.

(v) **Side and Rear Fencing:** shall be solid fencing as follows:

(1) one inch by six inch by six foot (1"x6"x6") tall, three rail construction with a flat top (no dog ear), vertical cedar planks without gaps between the planks;

(2) masonry matching the primary masonry on residence.

(a) **Zero Side Fencing:** If wood is used it shall have the smooth side facing the adjacent Lot and the framing shall face the interior of the Lot.

(b) **Rear Fencing for Lots 62, 63, 66, and 95, Block 3:** Shall be composed of cedar only and shall have the smooth side of the fence facing the interior of the Lot and the frame facing out toward Lot 61, Block 3.

(vi) Masonry Columns: are not required, but if installed shall meet the following requirements:

- (1) A column shall be placed adjacent to the side property line on all wing walls.
- (2) Columns shall be placed no further than twenty-five feet (25') apart if visible from any street.
- (3) All masonry columns shall be six and one-half feet (6½') in height.
- (4) Minimum size for masonry columns is twenty-four inches (24") square.

(2) Other Fencing Requirements and Standards:

(i) Fencing seen from the street or greenbelt/common area shall have the smooth side facing the street or greenbelt/common area and the framing shall face the interior of the Lot.

(ii) All masonry used in a fence or wall on a Lot shall match the primary masonry used on the residence.

(iii) No cedar fencing shall be stained or painted, but may be sealed with ACC approval.

(iv) All wrought iron used in fencing shall be painted dark green or black.

(v) All gates shall be wrought iron and shall not exceed four feet (4') in width.

(vi) No fence shall exceed six feet (6') in height unless specifically approved by the ACC and applicable Governmental Authority.

(vii) The ACC is empowered to waive the composition requirements for fences and the height or setback limitation in connection with retaining walls and decorative walls if, in its sole discretion, such waiver is advisable in order to accommodate a unique, attractive or advanced building concept, design or material, and the resulting fence, decorative wall and/or retaining wall (whichever is applicable) will not detract from the general appearance of the neighborhood, and it meets the requirements of applicable Governmental Authority. Any materials other than cedar planks, wrought iron, or masonry to be attached to or made part of a fence must be approved in writing by the ACC prior to installation.

(viii) No fence, wall or hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area as formed by the extension of curb lines and a line connecting them at points twenty-five feet (25') from the intersection of the curb lines into the street, or in the case of a rounded property corner, from the intersection of the street line extended. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. Notwithstanding the foregoing, no tree or other object higher or greater than two feet (2') in height shall be maintained within any area labeled on the Subdivision Plat as a clear vision easement.

(ix) Pool and decking perimeter fencing will be required as safety fencing for pools and spas. These fences must have self-closing and self-latching gates as well as meet all other requirements under this Section (o). Pool fencing shall be installed prior to the completion of the construction of the pool.

(x) Each Owner shall maintain all fencing placed on his Lot including the reconstruction or replacement of fences which are tilted more than ten (10) degrees from a vertical position, and the replacement of broken or cracked wooden pickets.

(p) **Foundation Exposure and Finished Floor Elevation.** The builder of each residence and building shall, to the extent possible, minimize the amount of exposed foundation below the brick lug, and in any event, no more than eighteen inches (18") of the foundation along the front elevations, zero lot line side, and along

the first fifteen feet (15') on the non-zeroed lot line side of the residence shall be exposed to view from any street. No more than twenty-four inches (24") of the foundation along the remaining non-zeroed side and rear shall be exposed to view from any street or Common Area. All exposed slab areas shall be parged or concealed by masonry or masonry veneer approved by the ACC. Additional landscape screening of exposed foundation may be required by the ACC. All stucco exteriors shall be fully extended to the ground leaving no exposed slab. All foundations shall be poured concrete slabs. Builders should comply with the required, minimum finished floor elevation for each Lot as shown on the engineered grading plan for the Subdivision.

(q) **Garages and Carports.** A garage able to accommodate at least two (2), but no more than four (4) automobiles must be constructed and maintained for each residence. A garage containing more than two (2) doors must be approved by the ACC. Garages on model homes will be allowed to be used as a builder's sales or construction office but must be reconverted to use as a garage upon conveyance or occupancy of the home as a residence.

(r) **Guttering.** Gutters are required on the zero lot line side of all homes. All gutters are required to be a minimum of five inch (5") baked colored aluminum matching the trim color on the residence or galvalume to match the roof on the residence. Other portions of the home shall be guttered with downspouts located so as to minimize adverse drainage consequences for adjoining Lots and shall blend with the exterior of the house.

(s) **Landscaping and Irrigation.** Landscaping shall consist of quality materials which may include grasses, trees, shrubs, flowers, and ground cover. Landscapes will consist of plants and trees that are drought tolerant, which may be indigenous to the area and require minimum amounts of water to survive and prosper. In addition, the following provisions shall be applicable to landscaping and irrigation in the Subdivision:

(1) In connection with the initial construction of a residence, each Owner, builder or his landscape contractor will furnish the ACC two (2) copies drawn to scale, of a detailed landscaping plan. The ACC may modify the requirements of submittals to facilitate review of plans for various building programs. All plans shall be submitted to the ACC for review in determining their consistency and compatibility with the design and character of adjacent Lots and the Subdivision as a whole. Such plans shall:

(i) be drawn to scale and shall include delineation of existing or proposed structures, pavement and other site features, and

(ii) designate by name, size and location the plant material to be installed.

(2) The removal of any tree in excess of six inches (6") in diameter shall be submitted to the ACC for review.

(3) After a landscaping plan has been approved and instituted, each Owner is required to submit to the ACC a written request for any change in the plan, each such Owner shall at all times maintain the minimum required vegetation, and each Owner shall be charged with the responsibility of replacing any vegetation which shall thereafter die or is destroyed or removed.

(4) Installation of all landscaping and irrigation systems must be completed within ninety (90) days of first occupancy in accordance with the landscape plan approved by the ACC.

(5) Each Owner shall make every effort to preserve significant natural vegetation. Appropriate procedures consistent with sound nursery practices shall be employed in all cases.

(6) The use or preservation of natural vegetation is intended to be sensitive to the natural plant species especially those which require minimal watering. This is not however intended to allow weeds, non-maintained, peculiar, or radical landscape to exist. The definition and interpretation of appropriate natural areas, wildscapes, native plants, drought tolerant, and indigenous shall be at the sole discretion of the ACC.

(7) In order to help Owners and their landscape designers, the additional national Wildflower Research Center publications "Native Plant Bibliography for Texas", "Texas Sources for Native Plants and Seeds", "Gardening and Landscaping with Native Plants:", and "Wildflower Meadow Gardening" are maintained by the

ACC for inspection and reference. In addition, the National Wildflower Research Center has consultants available at a nominal fee to help Owners either by prepaid telephone conversations or personal appointments. A list of native plants and publications are available, on request, from the Declarant.

(8) At least two (2) of the following trees are either to remain or be planted in the front yard of each Lot; live oaks, cedar elms, or red oak, four inches (4") or greater in diameter, or multi-trunk mountain laurel, six feet (6') or greater in height.

(9) Complete landscaping in front yard and, for corner Lots, along the side yard adjacent to a street is required. The use of drought tolerant grasses is encouraged.

(10) All planted or landscaped areas should be mulched with at least four inches (4") of native mulch.

(11) Additional evergreen planting will be required to screen the broad expanse of concrete for circular driveways, or a three (3) or four (4) car garage driveway that side loads from a side street if approved by the ACC.

(12) A twenty four inch (24") vertical berm or twenty four inch (24") material is required in planting areas of circular driveways and parking courts in order to screen the broad expanse of concrete.

(13) The ACC suggests a low flow, water efficient irrigation system covering at least all of the front yard area and side yard area of all corner Lots.

(14) Each Owner shall be responsible for watering and maintaining the landscaping on his Lot including landscape easements and pedestrian easements.

(15) Statues, statuary fountains, multiple tier planters, concrete and other lawn furniture are prohibited in front and side unless screened from view of the street.

(16) All retaining wall material shall be approved by the ACC. No railroad tie retaining walls are allowed.

(17) The ACC encourages the use of xeriscaping and landscaping that requires minimal water use.

(18) In addition to the variance powers of the ACC hereinafter set forth, the ACC shall have the right to grant a variance or waiver of the requirements of this Section of the landscaping standards from time to time promulgated in such instances as it shall determine that such waiver is advisable in order to accommodate a unique, attractive or advanced landscaping concept, design or material and the resulting appearance, in the opinion of the ACC, will not detract from the general appearance of the neighborhood. No such variance or waiver shall be presumed and any such grant of variance or waiver shall be in writing.

(t) **Tree Protection.** Maintenance of the trees within the Subdivision is strongly encouraged. Prudence, care, and discretion should be used in the positioning of all Improvements in order to preserve as many trees as possible within the Subdivision. Replacement of trees that are removed or die is encouraged. All precautions shall be taken in connection with the pruning and trimming of trees, in order to prevent the spread of oak wilt and oak decline within the Subdivision. It is recommended that the Texas Forest Service be contacted. Such precautions shall include, but not be limited to minimal trimming and pruning of oak trees. It is recommended that trimming and pruning be during dormant months only (normally January and February), and painting all fresh cuts with appropriate dressing or paint.

(u) **Pesticides, Herbicides, and Fertilizers.** Traditional, commercially produced chemicals are not to be used in the Subdivision. Alternative, naturally occurring fertilizers and pesticides may be used.

(v) **Mailboxes.** At the time of preparation of this Declaration, the U.S. Postal Service could not commit to a mail delivery system (i.e., cluster boxes, individual mailboxes, etc.) for the Subdivision. When the delivery system is announced and in the event the U.S. Postal Service chooses individual or dual mail boxes, the ACC will define the architectural style, materials and placement of the mailboxes, and the Owner/Builder will be responsible for constructing the mailboxes in accordance with the ACC requirements at the time of house construction.

(w) **Outbuilding Requirements.** Every outbuilding, inclusive of such structures as a storage building, pool house, servants' quarters, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. The design, materials and location of all such structures shall be subject to the prior written approval of the ACC. In no instance shall an outbuilding exceed one (1) story in height, nor shall the total floor area of any outbuilding exceed ten percent (10%), individually or in the aggregate, of the floor area of the main dwelling.

Every proposed addition or exterior modification to any structure or improvement shall be subject to the terms of this Declaration and the plans and specifications for same shall be submitted to the ACC for approval.

Accessory buildings, including but not limited to, detached private garages, green houses, tool sheds, portable storage buildings; bath houses; gazebos; bono fide servants quarters not for rent; nonpaying guest houses or rooms for guests within an accessory building but not for permanent residence; but for the use of servants employed on the premises, when detached from the principal main building and located in the rear yard within the side and rear setback lines for said Lot. When the accessory building is directly attached to the principal main building by a breezeway, such accessory building shall be considered an integral part of the principal main building. The breezeway may be considered a part of an accessory building when the breezeway extends into the required rear yard.

(x) **Solar Panels and Systems.** No solar panels or solar heating or electrical system or similar apparatus shall be placed in or upon any Lot without the prior approval of the ACC which shall have the authority to disapprove the installation of same or to limit the installation of same so that no portion thereof is visible from any street or Common Area and where such location does not adversely affect the view from an adjacent Lot.

(y) **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 minimum setback lines hereby established and those shown on the Subdivision Plat, if any, or the setback requirements applicable to the Lots established by the City of Boerne or other applicable Governmental Authority, whichever restriction is the most stringent.

(i) **Front Setbacks:** twenty-five feet (25').

(ii) **Side Setbacks:**

(1) ten feet (10') – minimum between buildings;

(2) zero feet (0') on the side abutting an adjoining Lot having a minimum ten foot (10') setback. Zero lot lines are designated on the recorded Subdivision Plat.

(iii) **Rear Setbacks:** twenty feet (20').

Notwithstanding the foregoing, for good cause shown, a residence or garage may be allowed to be erected closer than the required setback to the rear 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, and such setback complies with the setback restrictions applicable to the Lots established by the City of Boerne or other applicable Governmental Authority. 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 covenant. The ACC shall have the right to grant variances to the setbacks established in this Section to accommodate topography and trees 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 applicable Governmental Authority, if required.

(2) **Size.** Each one (1) story or one and one-half (1 ½) story building or structure shall contain not less than 1,800 contiguous square feet of living area. Each two (2) story building or structure shall contain not less than 2,000 contiguous square feet of living area. The calculation of living area shall be exclusive of open or screened porches, terraces, patios, driveways, carports, garages, and living quarters for domestic servants separated or detached from the primary living area.

(3) **Height.** No building or structure erected, altered or placed on, within or in the Properties shall exceed thirty-five feet (35') in height (measured from average finished ground level to the highest point of the roof's surface, if a flat surface, or to the deck line of mansard roofs; or to the mean height level between eaves and ridge for hip and gable roof(s), nor be more than two (2) stories in height, excluding basements and attics; provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of building and structures shall be complied with at all times. In measuring the height of a building, the following structures shall be excluded: chimneys, cooling towers, ornamental cupolas, domes or spires, parapet walls not exceeding four feet (4') in height, and basements.

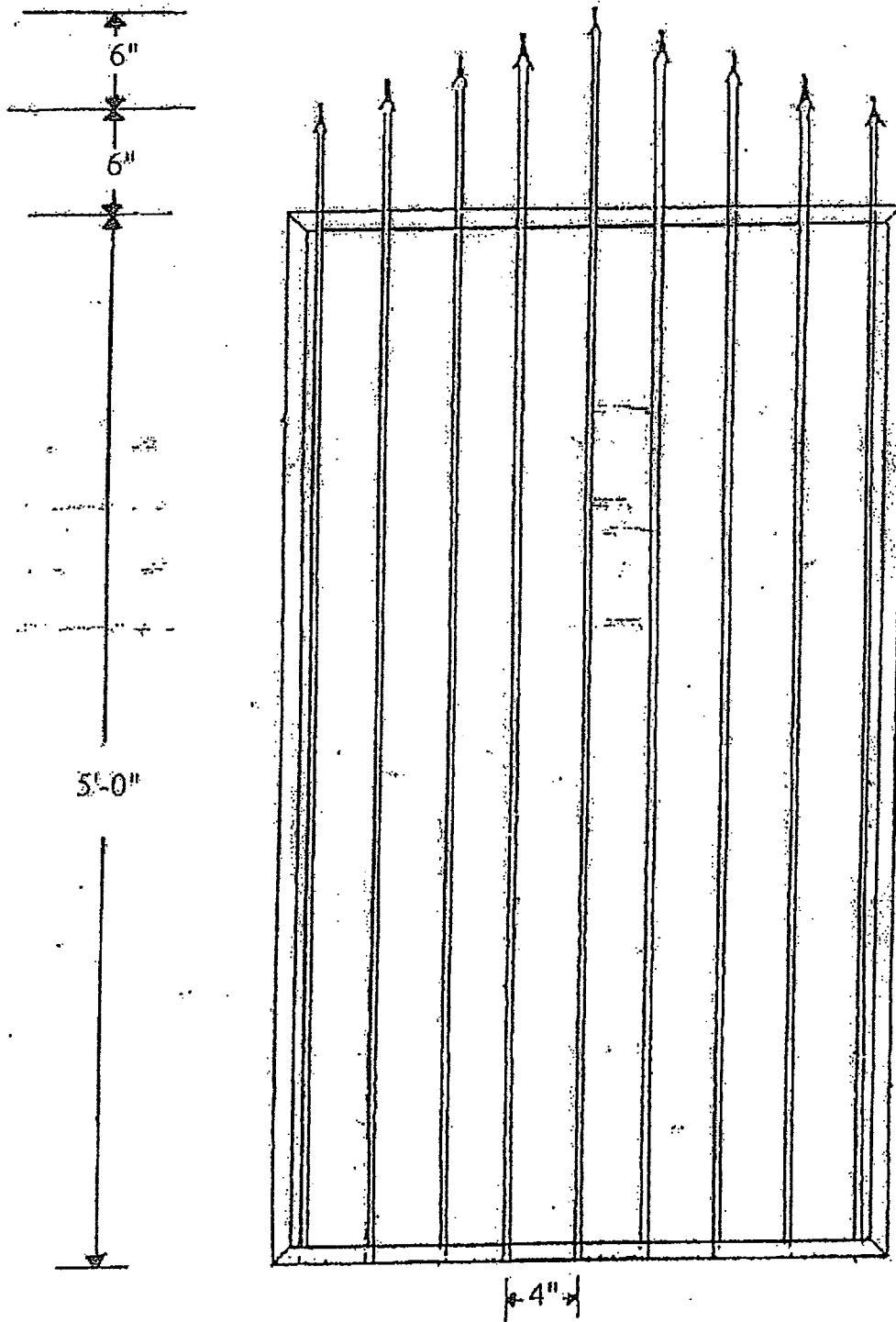
(z) **Swimming Pools/Spas.** Any swimming pool/spa constructed on a Lot must be enclosed with a fence or other device completely surrounding the swimming pool/spa which, at a minimum, satisfies the requirements of all applicable Governmental Authority. Pool/spa fencing shall be installed prior to the completion of the construction of the pool/spa. Nothing in this Section is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool/spa enclosure requirements. All plans for swimming pools/spa, and all related fencing, construction and access, must be submitted to the ACC for approval prior to the start of construction. When swimming pool/spa construction accompanies the initial construction of a residence, such plans (include clear site plans) shall accompany the submission of plans for the residence. Above ground pools are not permitted. Swimming pool filter tanks shall be fully screened from view of all streets and other Lots or buried in conformity with applicable governmental rules and regulations.

(aa) **Tanks.** No butane, propane, or other type of elevated tanks of any kind shall be erected, placed or permitted on any Lot.

(bb) **Unfinished Structures.** No residential building including flatwork shall remain incomplete for more than six (6) months once the foundation construction has commenced. Permitted allowances to the aforesaid timeframe may be made at the discretion of the ACC.

EXHIBIT B

FENCE/GATE STANDARDS



CONSENT OF LIENHOLDER

The undersigned ("Lienholder"), being the owner and holder of existing mortgage(s) and liens upon and against the Annexed Property subject to this Certificate of Annexation and Supplemental Declaration for Menger Springs Unit G-1 ("Unit G-1 Supplemental Declaration"), being described in the Deed of Trust for benefit of Lienholder recorded in Volume 942, Page 574, Official Records of Kendall 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 G-1 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 G-1 Supplemental Declaration. Any owner who accepts title to any of the Annexed Property subject to this Unit G-1 Supplemental Declaration specifically acknowledges that Lienholder is not a party to this Unit G-1 Supplemental Declaration except for the sole purpose of subordinating its liens as set out above. 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 G-1 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 7, 2007.

LIENHOLDER:

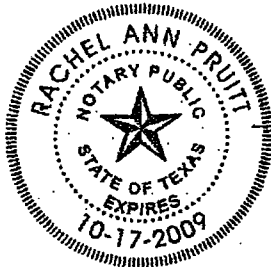
THE FROST NATIONAL BANK, a national banking association

By: Betsy Glaser
Name: Betsy Glaser
Title: Executive Vice President

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on September 7, 2007, by Betsy Glaser, Executive Vice President of The Frost National Bank, a national banking association, on behalf of said association.



Rachel Ann Pruitt
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 Annexed Property subject to this Certificate of Annexation and Supplemental Declaration for Menger Springs Unit G-1 ("Unit G-1 Supplemental Declaration"), being described in the Deed of Trust for the benefit of Lienholder recorded in Volume 912, Page 743, Official Records of Kendall 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 G-1 Supplemental Declaration for the limited purposes herein stated.

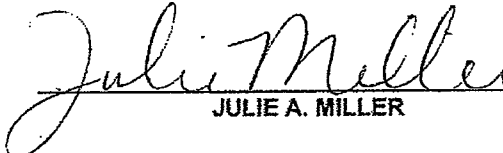
Lienholder hereby joins in the execution of this instrument for the sole purpose of subordinating the liens held by Lienholder to all of the provisions of the foregoing Unit G-1 Supplemental Declaration. Any owner who accepts title to any of the Annexed Property subject to this Unit G-1 Supplemental Declaration specifically acknowledges that Lienholder is not a party to this Unit G-1 Supplemental Declaration except for the sole purpose of subordinating its liens as set out above. 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 G-1 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 9-14-07, 2007.

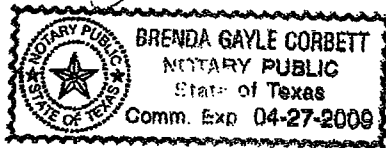
LIENHOLDER:



BALOUS T. MILLER



JULIE A. MILLER



STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on September 14, 2007,
by Balous T. Miller and Julie A. Miller.



Notary Public, State of Texas

Original

Filed for Record in:

Kendall County
Darlene Herpin
County Clerk

On: Sep 27, 2007 at 11:34A

Document Number: 00225560

Total Fees: 79.00

By Receipt Number - 103612

Paula Pfeiffer

This Document has been received by this Office
for Recording into the Official Public Records.

We do hereby swear that we do not discriminate
due to Race, Creed, Color, Sex or National
Origin.