

Abund Title Co. GF # 4041009028 JCG

**DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS**

**OF A  
6.72 ACRE TRACT  
BEXAR COUNTY, TEXAS**

COUNTY OF BEXAR       §  
THE STATE OF TEXAS   §

This Declaration is made on the date hereinafter set forth by RGRM Nola Bene LLC, hereinafter referred to as "Declarant".

**RECITATIONS:**

1. Declarant is the owner of a 6.72 acre tract of land also known as Lot 1, Block 2, Mumme's, a subdivision of land situated in Bexar County, Texas, according to a plat thereof recorded in Volume 9542, Page 189, Deed and Plat Records of Bexar County, Texas (the "Property") located in Bexar County, Texas, which property comes out of a 618.12 acre, more or less, tract of land known as Sendero Ranch, a Planned Unit Development such as 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, and is for the benefit of the Sendero Ranch Subdivision 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 may be used for all permitted uses for a B-3 Zoning District, as defined by the City of San Antonio Zoning Ordinances, and Exhibit A attached hereto except for apartment or hotel uses or a body piercing, massage or tattoo parlor. In addition, Declarant, also specifically agrees the permitted uses to include, but not limited to, feed, seed, fertilizer and farm and ranch equipment, retail and / or office establishments, archery

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range and indoor gun range with sufficient sound attenuation to insure a gun firing is not audible to a reasonable person out of the building at the north or east property line.

1.2 Building Set Back Lines. No permanent building shall be located on the property nearer than twenty-five feet (25') to east or fifty feet (50') to the north boundary lines, nor 20 feet (20') to the south boundary line, nor nearer than thirty five feet (35') 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, or, in the case of the east boundary line, no building or structure erected, altered or placed within fifty feet (50') of the east property line shall exceed a height greater than twenty-five feet (25') (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 Sight-line Barrier. The property shall include a Sight-line barrier adjacent to the east and north property lines adjacent to Sendero Ranch. This Area shall be maintained by using natural brush, landscaping and other aesthetic means as a buffer blocking the sight-line between the commercial property and the private residences of Sendero Ranch. The sight-line for the existing building from the Sendero Ranch entrance is acceptable and Declarant will not have any obligation to fill in existing gaps in the brush and landscape. For the new archery building shown on the attached site plan, so long as such building is no more than 50' in height and located Seventy five feet (75') from the east property line. No additional sight-line barrier will be required.

1.5 Signage. Signage should reflect the character of the Sendero Ranch entrance and/or guardhouse.

1.6 Entrance. Entrance to the Property shall be from U.S. Hwy 281 and remain separate from 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 fronting and immediately adjacent to U.S. Highway 281 (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 lacks 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 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.** For any portion of a building visible from the west or north property line, 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. 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 (other than signage) which are specifically prohibited are: opaque glass, mirrored glass, vinyl and plastic, reflective materials, and other materials whose appearance in the judgement of the Sendero Ranch Master Design Committee does not convey strength, permanence or durability.

All approvals from the Sendero Ranch Master Design Committee shall not be unreasonably withheld, conditioned or delayed. The SENDERO RANCH HOMEOWNERS ASSOCIATION, and to its successors and/or assigns, hereinafter called "HOA," agrees that the existing building shown on the attached site plan meets these requirements and that the proposed buildings shown on the attached site plan are not subject to these restrictions.

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, 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 fencing shall be built and painted to match the existing fencing at The Sendero Ranch entry.

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 the 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 proposed buildings that are not shown on the attached site plan shall be submitted to the Sendero Ranch Master Design Committee for review 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 materially complied with.

1.11 Permanent Easement. FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS (\$10.00), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned hereinafter referred to as "Owner", has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY unto HOA, a perpetual easement of fifty feet (50') across the north boundary line of the Property and twenty-five feet (25') across the east boundary line (the "East Easement") for access, landscaping, lighting, sprinkling, across the Property. This Easement shall be used for the purpose of landscaping, lighting, and irrigation, together with various above and below ground structures, and such appurtenant facilities as from time to time deemed by HOA to be necessary or desirable in connection with the use and convenient operation on the Easement of its entrance into the Sendero Ranch Subdivision and a landscape buffer for the property. HOA shall have exclusive possession of all of the land covered by the Easement, which will include any and all rights of Declarant to come onto the surface of the North Easement, with the sole exception of any liens or easements existing on the date hereof and recorded in the Bexar County Real Property Records. HOA agrees that it shall maintain the Easement in such a way that it shall not adversely affect any parking or impervious cover requirements imposed upon the Declarant's tract of land from which the Easement is granted. HOA is also acquiring herein the right to fence or otherwise enclose the boundaries of the Easement. HOA agrees that it shall not place or cause any liens to be placed on the property covered by the easement granted above. "Declarant" and "HOA" will have the right to access any and all public utilities across any easements this document creates. The East Easement shall be maintained as a conservancy easement with native brush.

## ARTICLE II MISCELLANEOUS

2.1 Enforcement. Sendero Ranch Home Owners Association and Declarant, their 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.

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 and the Declarant and its successors and assigns.

EXECUTED EFFECTIVE the 15 day of November, 20 16.

**RGRM NOLA BENE LLC**

By: [Signature]  
Rick Grayson, Manager

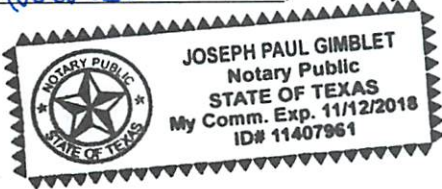
**SENDERO RANCH HOMEOWNERS ASSOCIATION**

By: [Signature]  
James P. Plummer, President

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 14<sup>th</sup> day of November, 2016 by Rick Grayson.

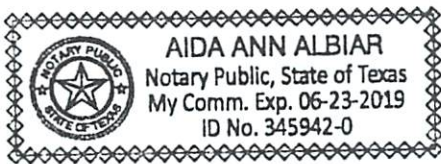


[Signature]  
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 11<sup>th</sup> day of November, 2016 by James P. Plummer.



[Signature]  
Notary Public in and for the State of Texas

**AFTER RECORDING PLEASE RETURN TO:**

**James P. Plummer**  
300 Convent Street, Suite 2100  
San Antonio, Texas 78205

Doc# 20160227464  
# Pages 7  
11/16/2016 4:11PM  
e-Filed & e-Recorded in the  
Official Public Records of  
BEXAR COUNTY  
GERARD C. RICKHOFF  
COUNTY CLERK  
Fees \$46.00

STATE OF TEXAS  
COUNTY OF BEXAR  
This is to Certify that this document  
was e-FILED and e-RECORDED in the Official  
Public Records of Bexar County, Texas  
on this date and time stamped thereon.  
11/16/2016 4:11PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard C. Rickhoff*