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SCANNED

**CERTIFICATE OF ANNEXATION AND SUPPLEMENTAL DECLARATION
FOR TWO CREEKS, UNIT 8**

This Certificate of Annexation and Supplemental Declaration for Two Creeks, Unit 8 ("Unit 8 Supplemental Declaration") is made to be effective as of OCTOBER 11, 2010, by **Bitterblue/Two Creeks Phase I, Ltd.**, a Texas limited partnership ("Declarant"), and joined in by **Bitterblue/Two Creeks Phase IV, Ltd.**, a Texas limited partnership ("Unit 8 Owner"), for the purposes set forth herein.

RECITALS

Pursuant to the Two Creeks Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 11777, Page 887, *et seq.*, Real Property Records of Bexar County, Texas ("Master Declaration"), and the Declaration for Two Creeks Recreation Club, recorded in Volume 12964, Page 274, *et seq.*, Real Property Records of Bexar County, Texas ("RecClub Declaration"), Declarant subjected certain real property in the mixed use development locally known and marketed as *Two Creeks* to certain covenants, conditions, easements, and restrictions.

Pursuant to the Master Declaration, Two Creeks Property Owners Association, Inc., a Texas non-profit corporation ("POA") has been formed for the purposes stated therein. In addition, Two Creeks Recreation Club, Inc. ("Rec Club") has been formed pursuant to the Master Declaration and the Rec Club Declaration.

Pursuant to **Article 2, Section 2.2** of the Master Declaration, and **Section 2(b)** of the Rec Club Declaration, Declarant reserved the right to annex and bring within the scheme of the Master Declaration and the Rec Club Declaration, respectively, and the jurisdiction of the POA and the Rec Club, any additional property designated by Declarant out of the Annexation Area described therein.

Pursuant to the Two Creeks – Unit 2 Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 11954, Page 1117, *et seq.*, Real Property Records of Bexar County, Texas ("Unit 2 Declaration"), Declarant subjected certain real property in the Two Creeks development and more particularly described in the Unit 2 Declaration as Two Creeks, Unit 2, to certain covenants, conditions and restrictions.

Pursuant to the Unit 2 Declaration, The Bluffs at Two Creeks Homeowners Association, Inc., a Texas non-profit corporation ("HOA") has been formed for the purposes of maintaining the Common Areas and exercising the other functions as provided in the Unit 2 Declaration.

Pursuant to **Section 2(b)** of the Unit 2 Declaration, Declarant retained the right to annex and bring within the scheme of the Unit 2 Declaration and the jurisdiction of the HOA, any additional property 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 Unit 2 Declaration applicable to the specific type of development on the annexed land to reflect the different character of the development on the annexed land.

Unit 8 Owner is the owner of the Annexed Property (as herein defined), and Declarant and Unit 8 Owner desire to join in this Unit 8 Supplemental Declaration for the purpose of subjecting such Annexed Property to the terms of the Master Declaration, the Rec Club Declaration, and the Unit 2 Declaration, as amended and supplemented herein, and to the jurisdiction of the POA, the Rec Club, and the HOA, including the liens for assessments as set forth in the Master Declaration, the Rec Club Declaration, and the Unit 2 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 Unit 8 Owner, hereby declares as follows:

1. Terms. All capitalized terms used herein shall have the meaning assigned to such term in the Unit 2 Declaration, unless otherwise expressly defined herein.



2. Annexed Property. The following described property ("Annexed Property") is hereby annexed pursuant to the Master Declaration and the Rec Club Declaration, and as additional Lots pursuant to the Unit 2 Declaration:

Lots 1-12, Block 26; Lots 1-15, Block 29; Lots 2-7, Block 32; all in County Block 4712, Two Creeks, Unit 8, in Bexar County, Texas, according to plat thereof recorded in Volume 9617, Page 119, Deed/Map and Plat Records of Bexar County, Texas.

3. Common Areas. The following described property is hereby annexed pursuant to the Master Declaration and as additional Common Areas pursuant to the Unit 2 Declaration:

Lot 17, Block 30 (private street), in County Block 4712, Two Creeks, Unit 8, in Bexar County, Texas, according to plat thereof recorded in Volume 9617, Page 119, Deed/Map 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 "Two Creeks, Unit 8".

4. Subdivision Plat. The term "Subdivision Plat" in **Section 1(ff)** of the Unit 2 Declaration shall include the Subdivision Plat of Two Creeks, Unit 8, recorded in Volume 9617, Page 119, Deed/Map and Plat Records of Bexar County, Texas and any amendment thereof upon filing of same for record in the Deed/Map and Plat Records of Bexar County, Texas, and any other recorded subdivision plat(s) for additional properties subjected to the Unit 2 Declaration by annexation certificate or by any subsequent amended or supplemental declaration.

5. Fences. **Section(o)(i)** of Exhibit E to the Unit 2 Declaration is hereby amended with respect only to the Lots within the Annexed Property, to read as follows:

(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 All Lots with the exception of Lots 5-7, Block 32: Shall be composed of one inch by four inch (1" x 4"), six feet (6') tall, vertical cedar planks, without gaps between planks.

(b) Side and Rear Fencing Adjacent to Streets: Lots 1 and 12, Block 26, Lots 1 and 15, Block 29, and Lot 2, Block 32, shall be composed of one inch by four inch (1" x 4"), six feet (6') tall, vertical cedar planks, without gaps between planks with a top rail (as depicted on Exhibit F) and masonry columns. The smooth side shall face the street and the framing shall face the interior of the Lot.

(c) Wing Walls and Gates: Shall be composed of one inch by four inch (1" x 4"), six feet (6') tall, vertical cedar planks, without gaps between planks, with a top rail (as depicted on Exhibit F). The smooth side shall face the street and the framing shall face the interior of the Lot.

(d) Fencing Abutting Scenic Oaks Subdivision: Rear fencing on Lots 5-7, Block 32, shall be double-sided and composed of (1" x 4"), eight feet (8') tall, vertical cedar planks, without gaps between planks, with a top rail and masonry columns, as depicted on Exhibit F, and shall be constructed within six (6) months after all streets within the Subdivision are paved. Side fencing on such Lots shall be composed of one inch by four inch (1" x 4"), six feet (6') tall, vertical cedar planks, without gaps between planks.

6. Structures: Placement on Lots, Size and Height. For purposes of **Sections (z)(1)** and **(4)** of Exhibit E to the Unit 2 Declaration, the Lots within the Annexed Property abutting Scenic Oaks Subdivision and subject to the additional rear setback restrictions in **Section (z)(1)** and the additional height and screening restrictions in **Section(z)(4)**, are Lots 5-7, Block 32.

7. Annexation. The Annexed Property is hereby annexed pursuant to the Master Declaration, the Rec Club Declaration, and the Unit 2 Declaration, in accordance with the terms and subject to the covenants, conditions, restrictions and other provisions set forth in this Unit 8 Supplemental Declaration. The Annexed Property shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to all easements, rights, privileges, restrictions, covenants, charges, liens, assessments, terms and conditions which are set forth or referred to in the Master Declaration, the Rec Club Declaration, and the Unit 2 Declaration and any amendments thereto, as modified and supplemented in this Unit 8 Supplemental Declaration, with the same force and effect as if set out verbatim herein, and shall hereafter be subject to the jurisdiction, liens and assessments of the POA, the Rec Club, and the HOA, in accordance with the terms of the Master Declaration, the Rec Club Declaration, and the Unit 2 Declaration, as modified and supplemented in this Unit 8 Supplemental Declaration.

8. Grading Plan. With respect to the Annexed Property, any reference herein or in the Unit 2 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 8 Supplemental Declaration and incorporated herein.

9. Miscellaneous.

(a) Term. This Unit 8 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 Unit 2 Declaration.

(b) Headings. Section and other headings contained in this Unit 8 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 8 Supplemental Declaration or any provision hereof.

(c) Invalid Provisions. If any one or more of the provisions of this Unit 8 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 8 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 8 Supplemental Declaration. The obligations of the parties are performable and venue for any legal action arising out of this Unit 8 Supplemental Declaration shall lie in Bexar County, Texas.

(e) Counterparts. This Unit 8 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 8 Supplemental Declaration for the limited purposes set forth in the Lienholder Consent attached hereto.

[COUNTERPART SIGNATURE PAGES FOLLOW]

EXHIBITS:

Exhibit G—Grading Plan
Lienholder Consent—Niemann Family
Lienholder Consent—The Frost National Bank

AFTER RECORDING, RETURN TO:

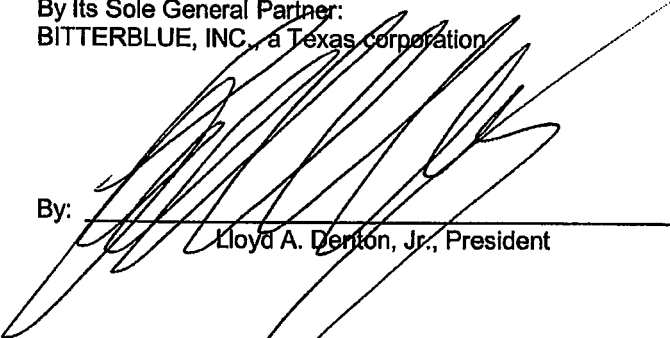
Ms. Sarah Carrington
Bitterblue, Inc.
11 Lynn Batts Lane, Suite 100
San Antonio, Texas 78218

COUNTERPART SIGNATURE PAGE
TO
UNIT 8 SUPPLEMENTAL DECLARATION

DECLARANT:

BITTERBLUE/TWO CREEKS PHASE I, LTD., a Texas limited partnership

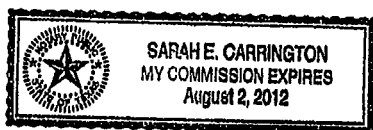
By Its Sole General Partner:
BITTERBLUE, INC., a Texas corporation

By: 
Lloyd A. Denton, Jr., President

STATE OF TEXAS

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on OCTOBER 11, 2010, by Lloyd A. Denton, Jr., President of Bitterblue, Inc., a Texas corporation, the sole General Partner of Bitterblue/Two Creeks Phase I, Ltd., a Texas limited partnership, on behalf of said limited partnership.



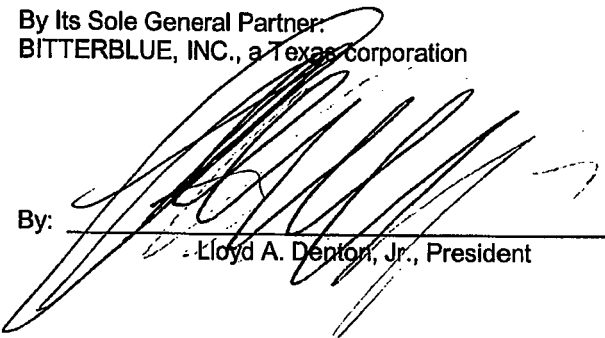

Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE
TO
UNIT 8 SUPPLEMENTAL DECLARATION

UNIT 8 OWNER:

BITTERBLUE/TWO CREEKS PHASE IV, 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

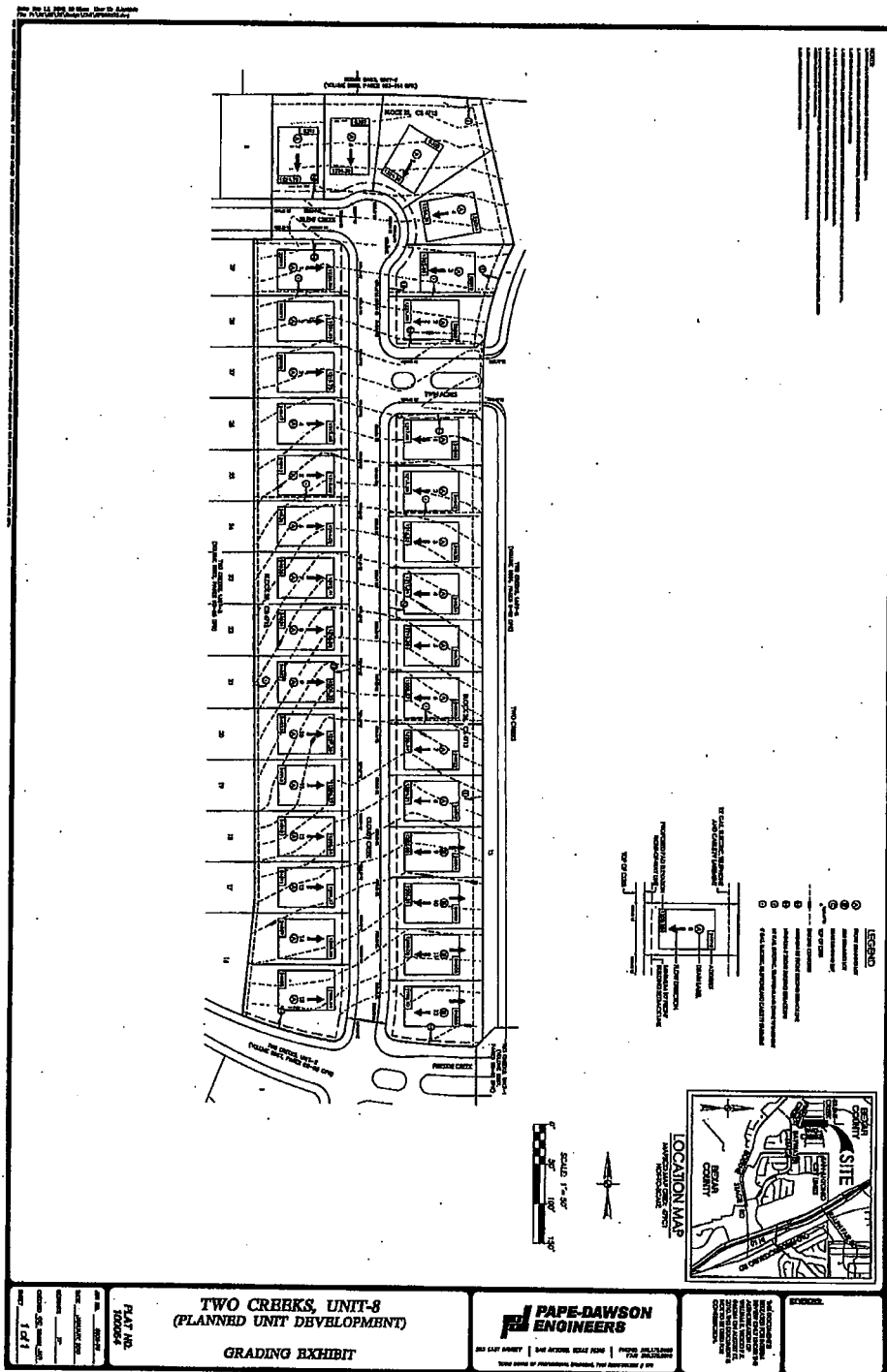
The foregoing instrument was acknowledged before me on OCTOBER 11, 2010, by Lloyd A. Denton, Jr., President of Bitterblue, Inc., a Texas corporation, the sole General Partner of Bitterblue/Two Creeks Phase IV, Ltd., a Texas limited partnership, on behalf of said limited partnership.





Notary Public, State of Texas

EXHIBIT G
GRADING PLAN



LIENHOLDER CONSENT

The undersigned ("Lienholder") is 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 Two Creeks, Unit 8 ("Unit 8 Supplemental Declaration"). The liens are described in the Deed of Trust executed by Bitterblue/Two Creeks Phase IV, Ltd., a Texas limited partnership ("Borrower"), for the benefit of the Lienholder, recorded in Volume 14357, Page 1214, Real Property Records of Bexar County, Texas, as may be amended from time to time. Lienholder, acting solely as mortgagee and lienholder and at the specific request of Borrower, does hereby consent to and join in the foregoing Unit 8 Supplemental Declaration for the sole purpose of subordinating the liens held by Lienholder to all of the provisions of the foregoing Unit 8 Supplemental Declaration. The sole purpose and effect of this subordination shall be limited to ensuring that the Unit 8 Supplemental Declaration shall survive foreclosure of Lienholder's lien, and that any sale of the Property at foreclosure will be made subject to this Unit 8 Supplemental Declaration. Each owner who accepts title to any of the Property subject to this Unit 8 Supplemental Declaration specifically acknowledges that Lienholder is not a party to this Unit 8 Supplemental Declaration except for the sole purpose of subordinating its liens as set out herein, and specifically and unconditionally releases and discharges Lienholder from any claims or liability with respect to, or arising out of, the Unit 8 Supplemental Declaration, except as to actions which may hereafter be taken by Lienholder as a successor to the interest of Borrower. Notwithstanding any other provision to the contrary, the terms and provisions of this Lienholder Consent may not be amended without Lienholder consent, and to the extent of any conflict with the Unit 8 Supplemental Declaration, the terms and provisions of this Lienholder Consent shall prevail.

Executed to be effective as of OCTOBER 11, 2010.

LIENHOLDER:

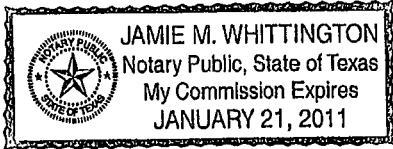
NFP Partnership, a Texas general partnership

By: James C. Niemann, Trustee
James C. Niemann, Trustee

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on September 20, 2010, by James C. Niemann, Trustee of NFP Partnership, a Texas general partnership, on behalf of said partnership.



Jamie M. Whittington
Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE
TO
LIENHOLDER CONSENT

LIENHOLDER:

The Larry Niemann Trust, the Fred Niemann, Jr., Trust, the James C. Niemann Trust and the Linda Niemann Wittig Trust, each such Trust established under the Will of Fred Niemann, Sr.

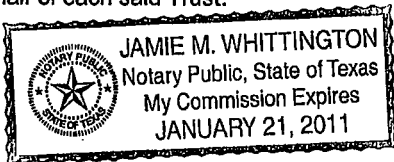
By: *James C. Niemann*
James C. Niemann, Co-Trustee

By: *Fred Niemann*
Fred Niemann, Jr., Co-Trustee

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on September 20, 2010, by James C. Niemann, Co-Trustee of The Larry Niemann Trust, the Fred Niemann, Jr., Trust, the James C. Niemann Trust and the Linda Niemann Wittig Trust, each such Trust established under the Will of Fred Niemann, Sr., on behalf of each said Trust.

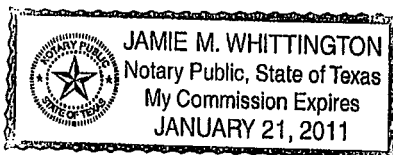


Jamie M. Whittington
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TRAVIS

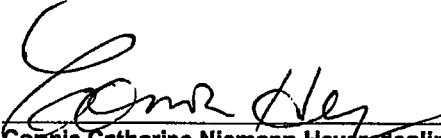
This instrument was acknowledged before me on September 20, 2010, by Fred Niemann, Jr., Co-Trustee of The Larry Niemann Trust, the Fred Niemann, Jr., Trust, the James C. Niemann Trust and the Linda Niemann Wittig Trust, each such Trust established under the Will of Fred Niemann, Sr., on behalf of each said Trust.



Jamie M. Whittington
Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE
TO
LIENHOLDER CONSENT

LIENHOLDER:

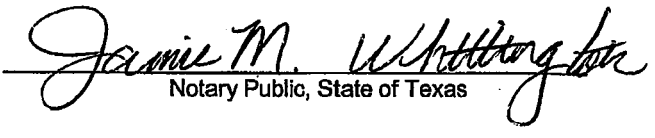
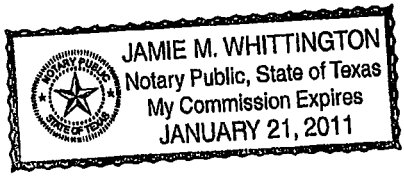


Connie Catherine Niemann Heyer, dealing with her sole and separate property

STATE OF TEXAS

COUNTY OF TRAVIS

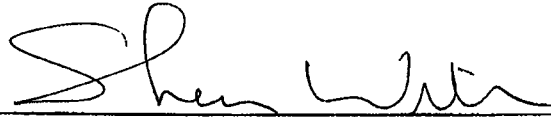
This instrument was acknowledged before me on October 5, 2010, by Connie Catherine Niemann Heyer.



Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE
TO
LIENHOLDER CONSENT

LIENHOLDER:



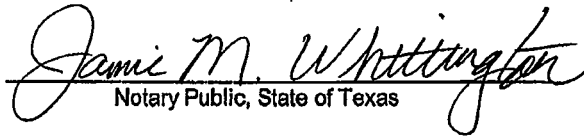
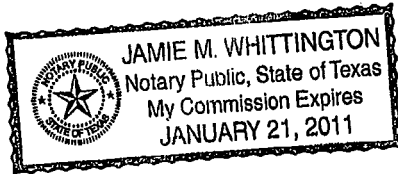
Sherry Suzanne Niemann Willerson, dealing with her sole
and separate property



STATE OF TEXAS

COUNTY OF HARRIS

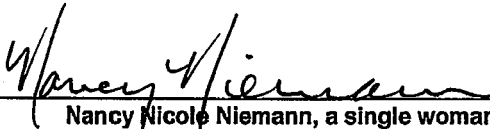
This instrument was acknowledged before me on October 7, 2010, by Sherry Suzanne
Niemann Willerson.



Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE
TO
LIENHOLDER CONSENT

LIENHOLDER:

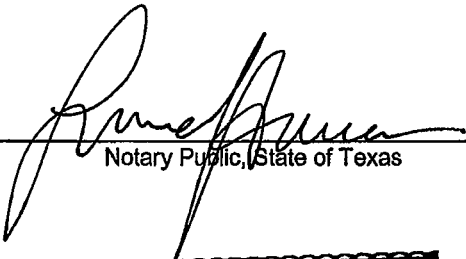


Nancy Nicole Niemann, a single woman

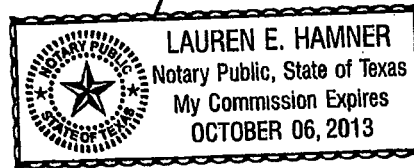
STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on October 7th, 2010, by Nancy Nicole Niemann.



Notary Public, State of Texas

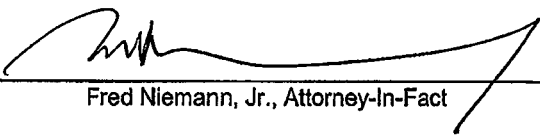


COUNTERPART SIGNATURE PAGE
TO
LIENHOLDER CONSENT

LIENHOLDER:

**Frederick Allen Niemann, III, Mary Elizabeth Niemann,
Joseph Michael Wittig, Sherry Ann Wittig, Tracy Lynn Ogle
Wittig, and James C. Niemann**

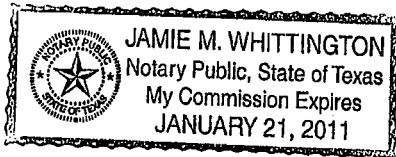
By: _____



Fred Niemann, Jr., Attorney-In-Fact

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on September 20, 2010, by Fred Niemann, Jr., Attorney-In-Fact for Frederick Allan Niemann, III, Mary Elizabeth Niemann, Joseph Michael Wittig, Sherry Ann Wittig, Tracy Lynn Ogle Wittig, and James C. Niemann.

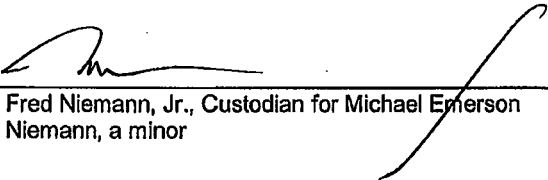



Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE
TO
LIENHOLDER CONSENT

LIENHOLDER:

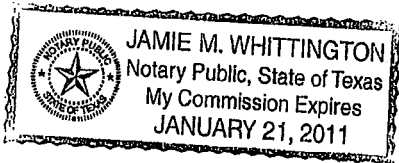
Michael Emerson Niemann

By: 
Fred Niemann, Jr., Custodian for Michael Emerson
Niemann, a minor

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on September 20, 2010, by Fred Niemann,
Jr., as Custodian for Michael Emerson Niemann, a minor.




Notary Public, State of Texas

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:

OCT 14 2010



Gerard Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20100185746 Fees: \$72.00
10/14/2010 12:09PM # Pages 15
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK