



LT1-77-20060310016-1



LT2-12594-256-16

COPY

**CERTIFICATE OF ANNEXATION AND SUPPLEMENTAL DECLARATION
FOR TWO CREEKS, UNIT 3**

SCANNED

This Certificate of Annexation and Supplemental Declaration for Two Creeks, Unit 3 ("Unit 3 Supplemental Declaration") is made to be effective as of December 21, 2006, by **Bitterblue/Two Creeks Phase I, Ltd.**, a Texas limited partnership ("Declarant"), and joined in by **Bitterblue/Two Creeks Phase II, Ltd.**, a Texas limited partnership ("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, Real Property Records of Bexar County, Texas ("Master Declaration"), Declarant subjected certain real property in the mixed use development 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.

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

Pursuant to the Two Creeks – Unit 1 Declaration of Covenants, Conditions, Easements and Restrictions, recorded in Volume 11882, Page 1616, Real Property Records of Bexar County, Texas ("Unit 1 Declaration"), Declarant subjected certain real property in the *Two Creeks* development and more particularly described in the Unit 1 Declaration as Two Creeks, Unit 1, to certain covenants, conditions and restrictions.

Pursuant to the Unit 1 Declaration, The Crossing 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 1 Declaration.

Pursuant to Section 2(b) of the Unit 1 Declaration, Declarant retained the right to annex and bring within the scheme of the Unit 1 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 1 Declaration applicable to the specific type of development on the annexed land to reflect the different character of the development on the annexed land.

Owner is the owner of the Annexed Property (as herein defined), and Declarant and Owner desire to join in this Unit 3 Supplemental Declaration for the purpose of subjecting such

Annexed Property to the terms of the Master Declaration and the Unit 1 Declaration, as amended and supplemented herein, and to the jurisdiction of the POA and the HOA, including the liens for assessments as set forth in the Master Declaration and the Unit 1 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 Unit 1 Declaration, unless otherwise expressly defined herein.

2. Annexed Property. The following described property ("Annexed Property") is hereby annexed pursuant to the Master Declaration and as additional Lots pursuant to the Unit 1 Declaration:

Lots 38-57, Block 20; Lots 78-106, Block 21; and Lots 1-15, Block 43; all in County Block 4712, Two Creeks, Unit 3 (Planned Unit Development), in Bexar County, Texas, according to plat thereof recorded in Volume 9572, Page 27, and replatted in Volume 9573, Pages 63-64, 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 1 Declaration:

Lot 107, Block 21 (clear vision easement); Lot 60, Block 22 (sedimentation/filtration basin); Lot 58, Block 20; Lot 107, Block 21; Lot 60, Block 22; Lot 25, Block 27; Lots 16 and 17, Block 43; and Lot 62, Block 20 (private streets); all in County Block 4712, Two Creeks, Unit 3 (Planned Unit Development), in Bexar County, Texas, according to plat thereof recorded in Volume 9572, Page 27, and replatted in Volume 9573, Pages 63-64, Deed/Map and Plat Records of Bexar County, Texas, all such lots being also designated as common area/greenbelt (permeable) and landscape, pedestrian, electric, gas, telephone, water, sanitary sewer, drainage and cable television easements.

The additional Lots and additional Common Areas described herein are collectively referred to herein as the "Annexed Property," or "Two Creeks, Unit 3"

4. Subdivision Plat. The term "Subdivision Plat" in Section 1(ff) of the Unit 1 Declaration shall include the Subdivision Plat of Two Creeks, Unit 3, recorded in Volume 9572, Page 27, and replatted in Volume 9573, Pages 63-64, 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 1 Declaration by annexation certificate or by any subsequent amended or supplemental declaration.

5. Fences. Section(o)(1) of Exhibit E to the Unit 1 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 Lots 38-57, Block 20, Lots 78-106, Block 21, and Lots 1-15, Block 43: 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 for Lots 1-13, Block 43, Lot 57, Block 20, and Lot 106, Block 21: 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) Rear Fencing for Lots 14 and 15, Block 43: A masonry wall constructed by Declarant is to remain in place and may not be taken down. Each Owner is responsible for the proper maintenance of that portion of the wall which abounds the Owner's Lot.

6. Masonry. The second sentence of Section(d)(1) of Exhibit E to the Unit 1 Declaration is hereby amended with respect only to the Lots within the Annexed Property, to read as follows:

In addition, all residential buildings situated on Lots 1-15, Block 43, shall be constructed with masonry, rock, stucco, brick or masonry veneer for at least 75% of the rear exterior wall area.

7. Grading Plan. With respect to the Annexed Property, any reference herein or in the Unit 1 Declaration to the Grading Plan and Exhibit F shall be deemed to refer to the Grading Plan set forth on Exhibit F attached to this Unit 3 Supplemental Declaration and incorporated herein.

8. Annexation. Effective immediately, the Annexed Property shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to all easements, restrictions, covenants, changes, liens, assessments, terms and conditions which are set forth or referred to in the Master Declaration and the Unit 1 Declaration and any amendments thereto, as modified and supplemented in this Unit 3 Supplemental Declaration, with the same force and effect as if set out verbatim herein, and shall hereafter be subject to the jurisdiction of the POA and the HOA, and to the supplemental terms and provisions of this Unit 3 Supplemental Declaration.

9. Miscellaneous.

(a) Term. This Unit 3 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 1 Declaration.

(b) Headings. Section and other headings contained in this Unit 3 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 3 Supplemental Declaration or any provision hereof.

(c) Invalid Provisions. If any one or more of the provisions of this Unit 3 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 3 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 3 Supplemental Declaration. The obligations of the parties are performable and venue for any legal action arising out of this Unit 3 Supplemental Declaration shall lie in Bexar County, Texas.

(e) Counterparts. This Unit 3 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 3 Supplemental Declaration for the limited purposes set forth in the Consent of Lienholder attached hereto.

[COUNTERPART SIGNATURE PAGES FOLLOW]

EXHIBITS:

- Exhibit F - Fence Detail
- Exhibit G - Grading Plan
- Consent of Lienholder – Niemann Family

AFTER RECORDING, RETURN TO:

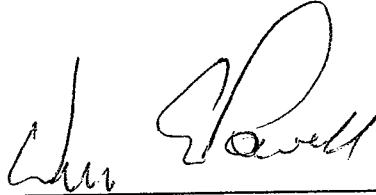
Ms. Sarah Carrington
BITTERBLUE, INC.
11 Lynn Batts Lane, Suite 100
San Antonio, Texas 78218

**COUNTERPART SIGNATURE PAGE
TO
UNIT 3 SUPPLEMENTAL DECLARATION**

DECLARANT:

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

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

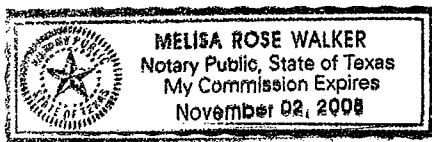
By: 


Wm. Eugene Powell, Chief Executive Officer

STATE OF TEXAS

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on December 20, 2006, by Wm. Eugene Powell, Chief Executive Officer of Bitterblue, Inc., a Texas corporation, as General Partner of Bitterblue/Two Creeks Phase I, Ltd., a Texas limited partnership, on behalf of said limited partnership.





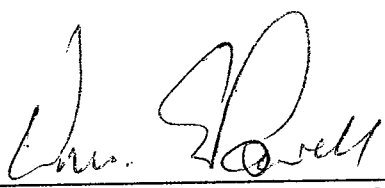
Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE
TO
UNIT 3 SUPPLEMENTAL DECLARATION

OWNER:

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

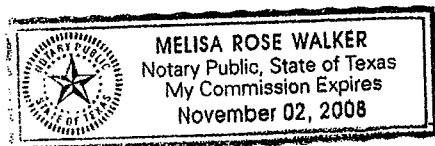
By Its General Partner:
BITTERBLUE, INC., a Texas corporation

By: 
Wm. Eugene Powell, Chief Executive Officer

STATE OF TEXAS

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on
December 20, 2006, by Wm. Eugene Powell, Chief
Executive Officer of Bitterblue, Inc., a Texas corporation, as General Partner of
Bitterblue/Two Creeks Phase II, Ltd., a Texas limited partnership, on behalf of said limited
partnership.



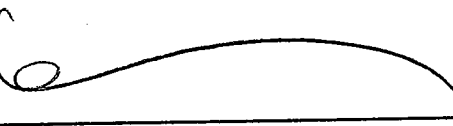

Notary Public, State of Texas

EXHIBIT F

FENCE DETAIL

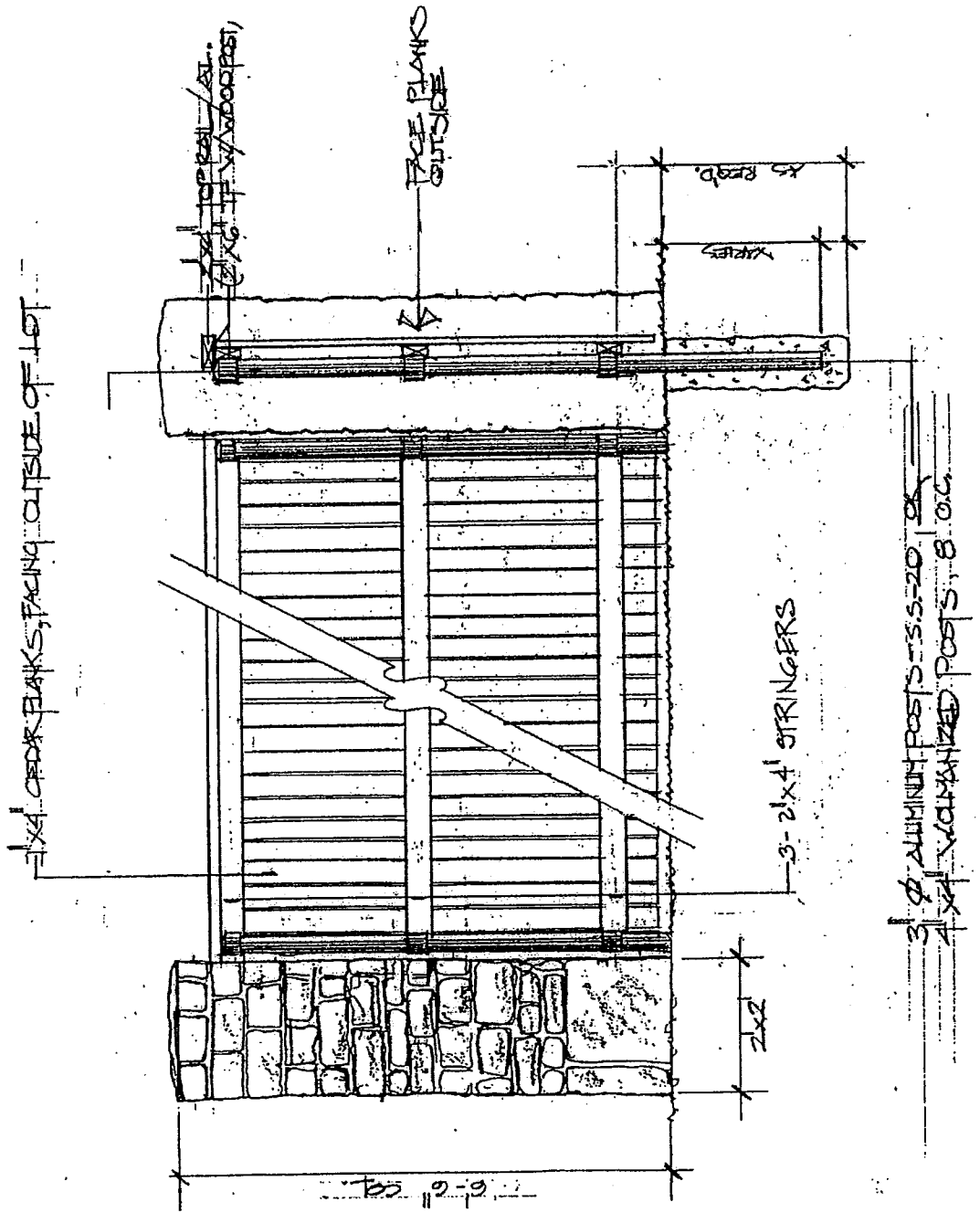
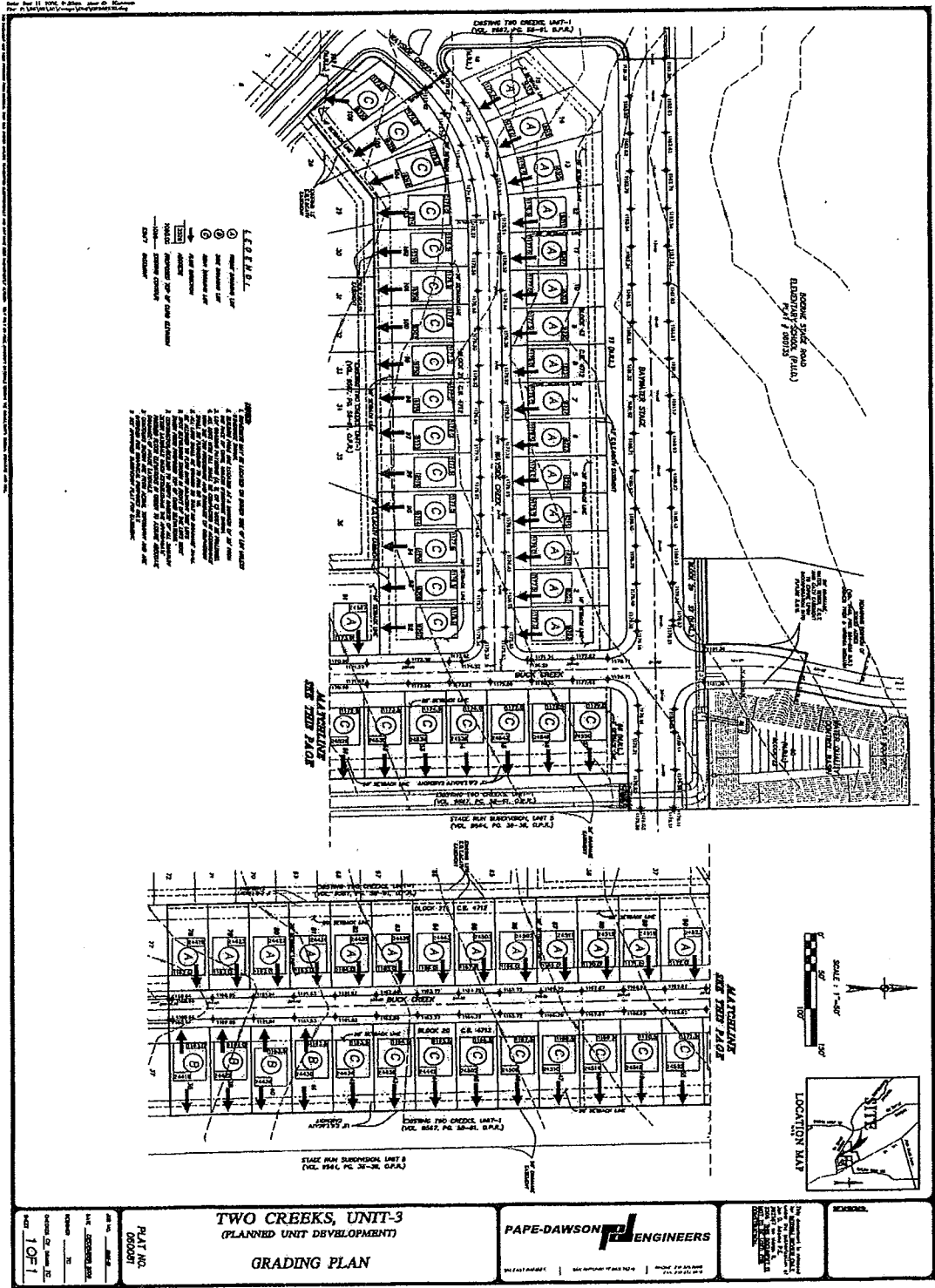


EXHIBIT "F"

EXHIBIT G

GRADING PLAN



DATE: 10/11/11
 SHEET NO. 1051

PLAT NO.
 080807

TWO CREEKS, UNIT-3
 (PLANNED UNIT DEVELOPMENT)
GRADING PLAN

PAPE-DAWSON ENGINEERS

SCALE: 1" = 40'
 LOCATION MAP

CONSENT OF LIENHOLDER

The undersigned, ("Lienholder"), being the owner and holder of existing mortgage(s) and liens upon and against the Property subject to this Certificate of Annexation and Supplemental Declaration for Two Creeks, Unit 3 ("Unit 3 Supplemental Declaration"), being described in the Deed of Trust for the benefit of the undersigned, recorded in Volume 12192, Page 1357, Real Property Records of Bexar County, Texas, as may be amended from time to time, and acting solely as mortgagee and Lienholder and at the specific request of the Declarant, does hereby consent to and join in the foregoing Unit 3 Supplemental Declaration for the sole purpose of subordinating the liens held by Lienholder to all of the provisions of the foregoing Unit 3 Supplemental Declaration. The sole purpose and effect of this subordination shall be limited to ensuring that the Unit 3 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 3 Supplemental Declaration. Each owner who accepts title to any of the Property subject to this Unit 3 Supplemental Declaration specifically acknowledges that Lienholder is not a party to this Unit 3 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 3 Supplemental Declaration, except as to actions which may hereafter be taken by Lienholder as a successor to the interest of Declarant. Notwithstanding any other language to the contrary, the provisions of this Lienholder Consent may not be amended without Lienholder consent, and to the extent of any conflict with the Unit 3 Supplemental Declaration, the language of this Lienholder Consent shall prevail.

Executed to be effective as of 12/15, 2006.

LIENHOLDER:

NFP Partnership, a Texas general partnership

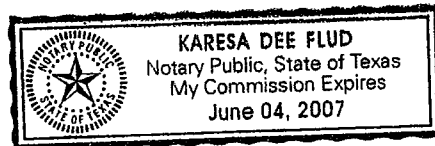
By: James C. Niemann, Trustee
James C. Niemann, Trustee

STATE OF TEXAS

COUNTY OF Dallas

This instrument was acknowledged before me on December 15, 2006, by James C. Niemann, Trustee of NFP Partnership, a Texas general partnership, on behalf of said partnership.

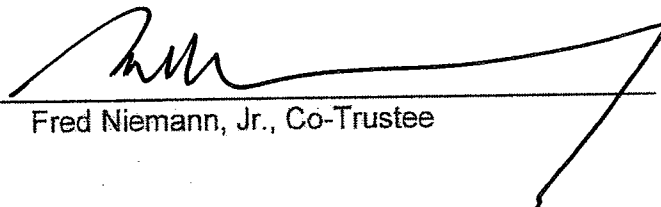
Karesa Dee Flud
Notary Public, State of Texas



COUNTERPART SIGNATURE PAGE
TO
LIENHOLDER CONSENT

LIENHOLDER:

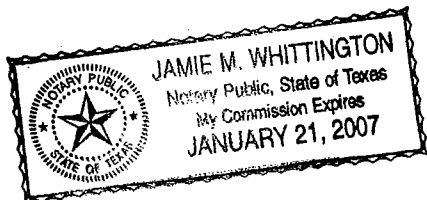
The Virginia Niemann Trust, the Larry Niemann Trust, the Fred Niemann, Jr., Trust, the James C. Niemann Trust and the Linda Niemann Wittig Trust, each such Trust established under the Will of Fred Niemann, Sr.

By: 
Fred Niemann, Jr., Co-Trustee

STATE OF TEXAS

COUNTY OF Travis

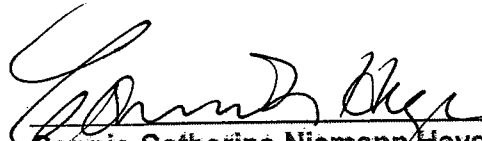
This instrument was acknowledged before me on December 14, 2006, by Fred Niemann, Jr., Co-Trustee of The Virginia Niemann Trust, the Larry Niemann Trust, the Fred Niemann, Jr., Trust, the James C. Niemann Trust and the Linda Niemann Wittig Trust, each such Trust established under the Will of Fred Niemann, Sr., on behalf of each said Trust.




Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE
TO
LIENHOLDER CONSENT

LIENHOLDER:

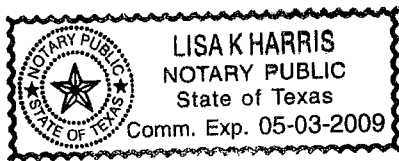


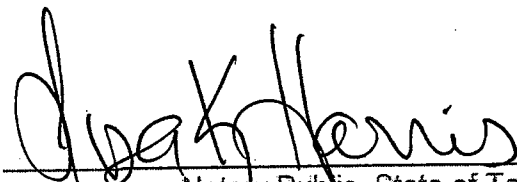
Connie Catherine Niemann Heyer, dealing with her
sole and separate property

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on
December 15, 2006, by Connie Catherine Niemann Heyer.

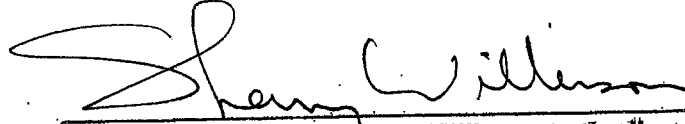




Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE
TO
LIENHOLDER CONSENT

LIENHOLDER:

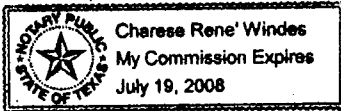


Sherry Suzanne Niemann Willerson, dealing with
her sole and separate property

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on
December 15th, 2006, by Sherry Suzanne Niemann Willerson.



Chereese Rene' Windes
Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE
TO
LIENHOLDER CONSENT

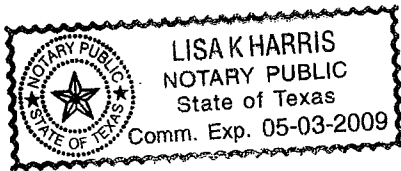
LIENHOLDER:

By Lorinda N. Hays, holder of power of attorney
Nancy Nicole Niemann, a single woman

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on
December 15, 2006, by Nancy Nicole Niemann.

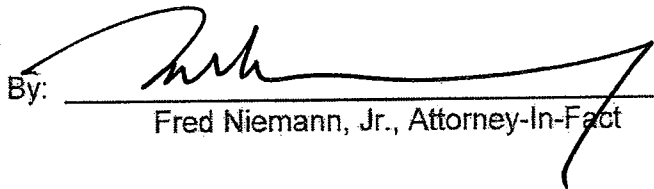


Lisa K Harris
Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE
TO
LIENHOLDER CONSENT

LIENHOLDER:

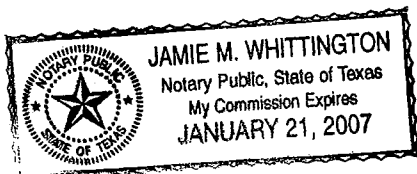
Frederick Allen Niemann, III, Mary Elizabeth Niemann, Joseph Michael Wittig, Sherry Ann Wittig, Tracy Lynn Ogle Wittig, and James C. Niemann

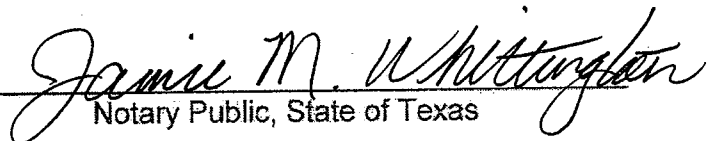
By: 
Fred Niemann, Jr., Attorney-In-Fact

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on December 14, 2006, 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.

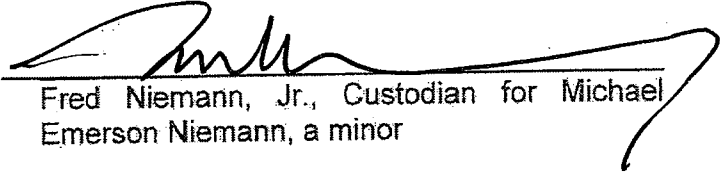



Notary Public, State of Texas

COUNTERPART SIGNATURE PAGE
TO
LIENHOLDER CONSENT

LIENHOLDER:

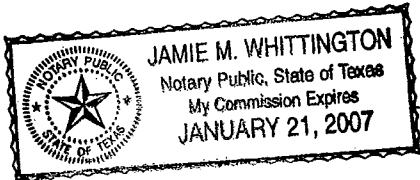
Michael Emerson Niemann

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

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on December 14, 2006, 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 the 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:

DEC 21 2006



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20060310016 Fees: \$76.00
12/21/2006 2:21PM # Pages 16
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK