

STC 1473259

SUPPLEMENTAL AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NOTTING HILL

ANNEXING UNIT 2

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Notting Hill, Annexing Unit 2 (the "Supplemental Amendment") is made on the date hereinafter set forth by Castlerock Communities, L.P., a Texas limited partnership, hereinafter referred to as the "Declarant".

WHEREAS, RCG&I NH, L.L.C., a Texas limited liability company, as the "Original Declarant" caused to be filed that certain Declaration of Covenants, Conditions and Restrictions for Notting Hill (the "Original Declaration") recorded under Document No. 20170182571 in the Official Public Records of Bexar County, Texas, as same has been or may be amended and/or supplemented from time to time; and

WHEREAS, the Original Declarant assigned all of its rights as Declarant in that certain Assignment of Declarant Rights recorded under Document No. 20170244016 in the Official Public Records of Bexar County, Texas; and

WHEREAS, Declarant caused to be filed that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for Notting Hill (the "First Amendment") recorded under Document Number 20180056003 in the Official Public Records of Real Property of Bexar County, Texas; and

WHEREAS, Declarant caused to be filed that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Notting Hill (the "Second Amendment") recorded under Document Number 20180218634 in the Official Public Records of Real Property of Bexar County, Texas; and

WHEREAS, Declarant caused to be filed that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Notting Hill (the "Third Amendment") recorded under Document Number 20190132928 in the Official Public Records of Real Property of Bexar County, Texas; and

WHEREAS, the Original Declaration, the First Amendment, the Second Amendment, and the Third Amendment are referred to herein collectively as the "Declaration"; and

WHEREAS, Article III of the Declaration grants the Declarant the exclusive right to annex any additional property into the Subdivision by the execution and filing for record of a Supplemental Amendment setting forth the property being annexed and/or the specific restrictions relating to such property; and

WHEREAS, Declarant is the owner of certain property in Bexar County, Texas platted as Notting Hill Unit 2, a subdivision of 16.358 acres out of the Luke Bust Survey No. 63, Abstract 45, County Block No. 5089 ("Unit 2"), according to the map or plat thereof, filed under Document No. 20190124931, as may have been or may be amended or re-platted from time to time (the "Unit 2 Plat") in the Plat Records of Bexar County, Texas; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified in this Supplemental Amendment; and

WHEREAS, Declarant desires to make Unit 2 subject to the Declaration, to the jurisdiction of the Association, and to the additional covenants, conditions and restrictions set forth in this Supplemental Amendment so as to impose mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of real property within the Subdivision.

NOW, THEREFORE, Declarant does hereby declare as follows:

Unit 2 shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens set forth in this Supplemental Amendment, in addition to those contained in the Declaration. Insofar as they affect Unit 2, all of the supplemental restrictions, covenants and requirements of this Supplemental Amendment shall form a part of the Declaration and be enforceable as provided in the Declaration. Declarant and the Association are hereby granted all powers, rights, authorities and responsibilities with respect to this Supplemental Amendment as are granted or reserved to each of them, respectively, under the Declaration.

Unit 2 shall be and is hereby made subject to the following notices, use limitations and restrictions in addition to those set forth in the Declaration and the following notices, use limitations and restrictions are hereby created as covenants running with title to all land (or the relevant specified portion or portions thereof) within Unit 2:

Section 1. 900 Lots.

Owners of Lots within the Subdivision are advised that there exist in Unit 2, Lot 901 and Lot 902, as shown on the Unit 2 Plat, restricted in their use to permeable greenbelt and drainage easements, collectively referred to as the "900 Lots." Owners hereby acknowledge that the Association, its directors, officers, managers, agents, or employees, and the Declarant or any successor declarant have made no representations or warranties nor has any Owner or Occupant relied upon any representations or warranties, expressed or implied, relative to the safety, any use, and/or any future change in use of the 900 Lots.

Each Owner of a Lot within the Subdivision hereby agrees to (a) release the Declarant and the Association, and their respective successors and assigns, from any liability for the placement, construction, design, operation, maintenance and replacement of the 900 Lots, and

(b) indemnify each of such released parties from any liability arising out of or related to such Lot Owner's use of the 900 Lots. Owners further grant an easement to the Declarant, and the Association for any incidental noise, lighting, odors, parking and/or traffic, which may occur in the normal operation of the 900 Lots. There is further reserved for the Declarant, the Association and/or their designees an easement for the overspray of herbicides, fungicides, pesticides, fertilizers, and water over portions of the Subdivision located adjacent to the 900 Lots. The Declarant, its successors and assigns, and/or the Association have the right to promulgate rules and regulations governing the use of the 900 Lots. Owners whose Lots are adjacent to or abut the 900 Lots shall take care and shall not permit any trash, fertilizers, chemicals, petroleum products, environmental hazards or any other foreign matters to infiltrate the 900 Lots. Any Owner permitting or causing such infiltration shall indemnify and hold harmless the Association for all costs of clean up and remediation necessary to restore the 900 Lots to their condition immediately prior to said infiltration.

Section 2. FENCES.

(a) Perimeter Fences: The following Perimeter Lots in Unit 2 shall have constructed thereon a Perimeter Fence to be installed by the Declarant and maintained by the Association, and are subject to a maintenance easement created in the First Amendment which is situated within the boundaries of the Perimeter Lots, in favor of the Declarant and/or the Association in connection with the Declarant's and/or the Association's construction, repair, maintenance and replacement of the Perimeter Fence:

- | | |
|----------|--|
| Block 6 | Rear Lot line of Lots 5-14 |
| Block 9 | All or a portion of the rear and/or side Lot lines of Lots 1-9 |
| Block 10 | All or a portion of the rear and/or side Lot lines of Lots 1-10 |
| Block 11 | All or a portion of the rear and/or side Lot lines of Lots 1, 9-11 |

(b) Fences: Fences and their returns located on the side Lot lines facing Belgrama Park, Pembridge Way, Thackes Park, Emlyn Gardens, Cambridge Park, and Lot 901 may not be placed closer to the public right-of-way than the greater of ten (10) feet or a variable width clear vision easement shown on the Unit 2 Plat. Fencing facing an existing or proposed street or other right-of-way, including the side yard return to the residence, must have slats facing the street or public right-of-way, be 2" x 6" capped with 1" x 4" stringer and be stained with "Behr #501 Semi-Transparent Cedar Tone" or other similar color from another manufacturer approved by the ARC. All other fencing must be "good neighbor fencing".

Section 3. SQUARE FOOTAGE.

The living area of Dwellings in Unit 2 (exclusive of open or screened porches, terraces, garages, and non air-conditioned areas) shall be not less than One Thousand One Hundred (1100) square feet for all Dwellings.

Section 4. AMENDMENT.

This Supplemental Amendment may be amended pursuant to the amendment provisions set forth in the Declaration.

Section 5. AGREEMENT.

Each Owner of a Lot in Unit 2 by such Owner's claim or assertion of ownership or by accepting a deed to any such portion of the land in Unit 2, whether or not it shall be so expressed in such deed, is hereby conclusively deemed to covenant and agree, as a covenant running with title to such Lot, to accept and abide by this Supplemental Amendment as well as all restrictions, obligations, requirements and liabilities set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Amendment to the Declaration of Covenants, Conditions and Restrictions for Notting Hill, Annexing Unit 2 this 5th day of July, 2019.

DECLARANT:

CASTLEROCK COMMUNITIES, L.P., a Texas limited partnership

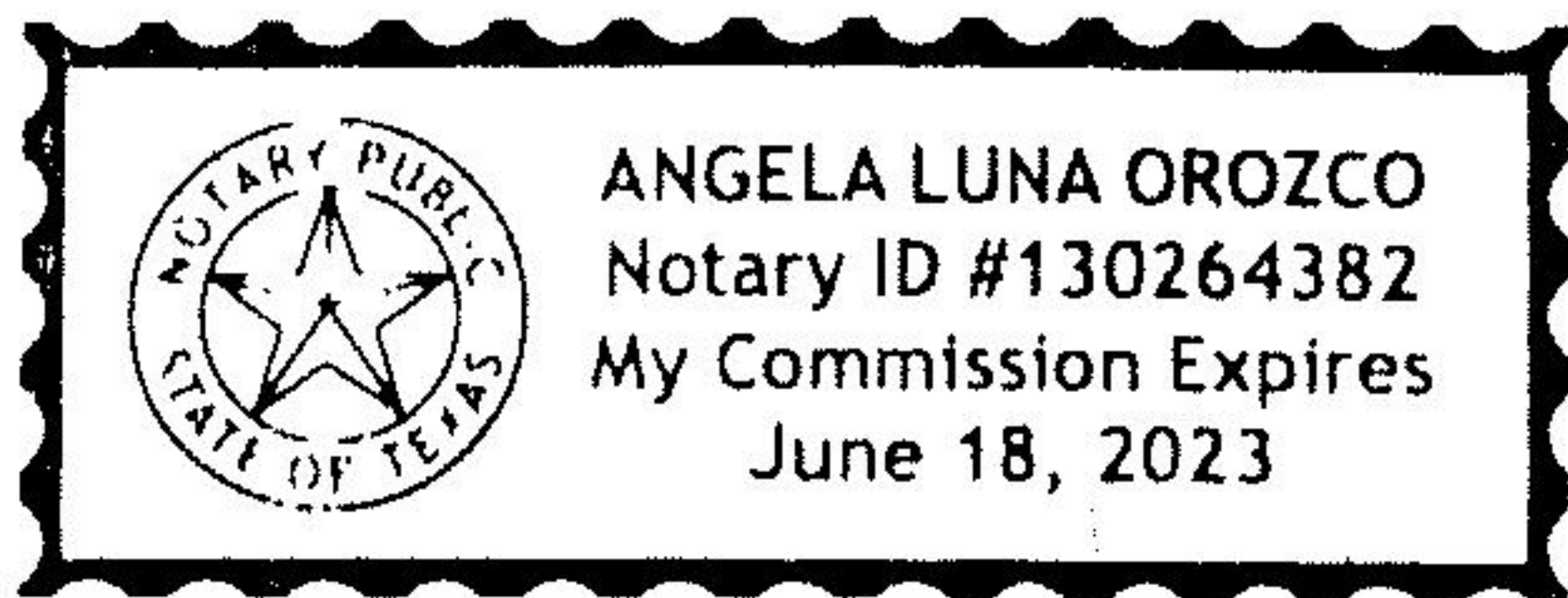
By: YW Holdings, L.L.C., a Texas limited liability company, its general partner

By: [Signature]
KIRK BREITENWISCHER, Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared KIRK BREITENWISCHER, the Vice President of Y.W. HOLDINGS, L.L.C., a Texas limited liability company, the general partner of CASTLEROCK COMMUNITIES, L.P., a Texas limited partnership, known by me to be the person whose name is subscribed to this instrument, and acknowledged to me that s/he executed the same for the purposes herein expressed and in the capacity herein expressed.

Given under my hand and seal of office, this 5th day of July, 2019
[Signature]
Notary Public – State of Texas



File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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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 eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 7/11/2019 4:07 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk