

**SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUMMERHILL SUBDIVISION, UNIT 1
BEXAR COUNTY, TEXAS**

STATE OF TEXAS §

COUNTY OF BEXAR §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMERHILL SUBDIVISION, Unit 1 (the “Supplemental Declaration”) is made this day of August, 2016, by Velma Development, LLC, a Texas limited liability company (hereinafter referred to as “Declarant”).

WITNESSETH:

Whereas, Declarant is the owner of the real property known as Summerhill Subdivision, Unit 1 (“Properties”) as more fully described in the plat recorded at Volume 9704, Pages 197-204, Deed and Plat Records, Bexar County, Texas (“Plat”); and

Whereas, Declarant has heretofore subjected the Properties to certain covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration of Covenants, Conditions and Restrictions for Summerhill Subdivision (the “Declaration”) filed in the Official Public Records of Real Property, Bexar County, Texas; and

Whereas, the Declaration provides for the recording of supplemental declarations with respect to the residential developments and Declarant desires to record this instrument for the purpose of supplementing and amending the terms of the Declaration with respect to the Properties and to thereby impose upon the present and future owners of land within the Properties additional binding covenants to run with the ownership of all land within the Properties; and

Whereas, Declarant deems it desirable to impose certain additional covenants, conditions, and restrictions upon the Properties as provided for under the Declaration.

Now, Therefore, Declarant declares that the Properties is and shall be held, transferred, sold, conveyed, used and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens hereinafter set forth.

Article I
Use of Properties and Lots - Protective Covenants

The Properties and each Lot situated thereon shall be constructed, developed, occupied and used as follows:

1.1 Setback Requirements. All front, side, and rear setbacks from Lot lines, shall meet the requirements of all applicable codes and ordinances of the City of San Antonio and shall meet the following minimum requirements:

<u>Side Yard</u>	<u>Front Yard</u>	<u>Rear Yard</u>
5'	20'	20'

The front setback for lots on the curvature of a cul-de-sac or other unusually shaped lot may be changed to 15' with consent of the ACC. Such determination of the practicality or feasibility of locating the house at the front setback for lots on the curvature of a cul-de-sac or other unusually shaped lot shall be at the sole and absolute discretion of the ACC.

1.2 Size of Dwelling. The total floor area of the primary structure of any Living Unit shall not be less than One Thousand Four Hundred (1,400) square feet, if one-story, and One Thousand Six Hundred (1,600) square feet if more than one-story. Total floor area shall be exclusive of open porches, breezeways, carports, garages and other outbuildings. The minimum size of a Living Unit may be waived by the ACC on an individual case if in its opinion, such waiver is advisable in order to accommodate a unique building concept, and the resulting structure will not detract from the general appearance of the neighborhood.

1.3 Construction Requirements. The exterior wall area of the front of each Living Unit from the foundation to the 8' floor plate constructed or placed on a Lot shall be masonry (exclusive of recessed porch walls and those walls directly adjacent to front entry door covered by porch which are permitted to be either masonry or fiber-cement product or combination of masonry or a fiber-cement product). The total exterior wall area of the sides and rear of each Living Unit constructed or placed on a Lot shall be either shall be masonry or fiber-cement product or combination of masonry or a fiber-cement product or all fiber-cement product. Windows, doors, openings, gables and other areas which are not permitted to have brick by applicable ordinances of Governmental Authorities are excluded from the masonry requirement. The term "masonry" as used in this section shall mean brick, stone, or stucco.

1.4 Roof Slope. All roof surfaces shall have at least (i) a six (6) foot to twelve (12) foot pitch or slope on the main structure, and (ii) a four (4) foot to twelve (12) foot pitch or slope on the garage and porches.

1.5 Roofing Material. The exposed roofing material shall be slate, tile, tarnished metal with standing seams, or asphalt or composition type shingles with at least a twenty (20) year warranty.

1.6 Fences. All fences adjacent to or visible from a street shall be constructed of cedar and all other fences shall be cedar, spruce or wrought iron. All fences shall be 6' in height. Wooden fences shall (i) not be stained without ACC approval and (ii) be constructed with the slats touching each other. Wooden fences adjacent to streets shall be constructed with the smooth side facing away from the interior of the Lot. Chain link fences are specifically prohibited. All fences shall comply with the fence requirements set forth in Section 4.3.7 of the Declaration.

Article II Approvals

2.1 Required Approval. No building, structure, paving, pools, fencing, hot tubs or improvement of any nature shall be erected, placed or altered on any Lot unless the approvals required by the Declaration have been obtained from the ACC.

2.2 No Liability. Neither Declarant, the Association, the ACC, the Board of Directors, nor the officers, directors, members, employees or agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the ACC, the Board of Directors, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any actual or alleged mistake of judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Approval of plans and specifications by the ACC is not approval thereof for engineering or structural design or adequacy of materials. By approving such plans and specifications neither the ACC, the members of either, the Declarant, the Association, nor the Board of Directors assumes liability or responsibility for

safety or adequacy of design, nor for any defect to any structure constructed from such plans and specifications.


**Article III
General Provisions**

3.1 Conflict with Declaration. If any provision of this Supplemental Declaration conflicts with a provision in the Declaration pertaining to the same subject, the provision that is more restrictive, or that contains the more stringent requirement, shall control.

3.2 Definitions. Terms used in this Supplemental Declaration with initial capital letters that are not otherwise defined herein shall have the meanings given to them in the Declaration.

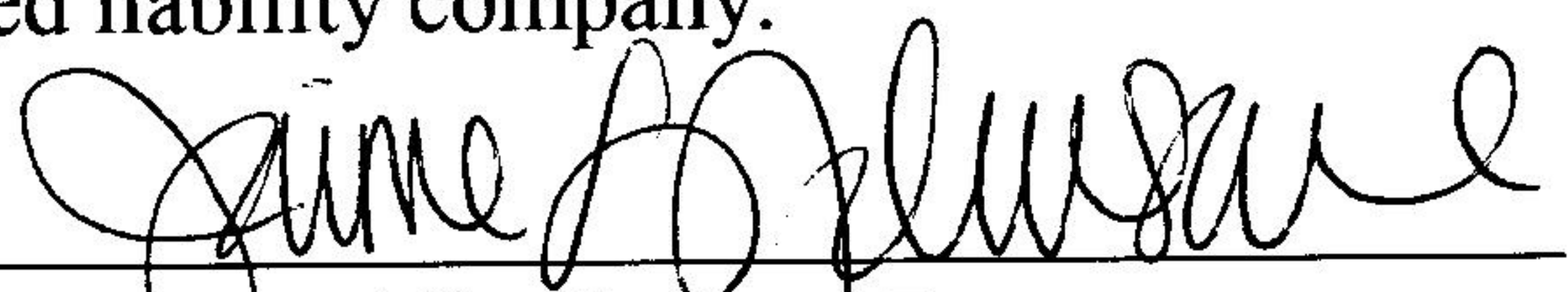
IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the date set forth in the first paragraph of this Supplemental Declaration.

VELMA DEVELOPMENT, LLC, a Texas limited liability company

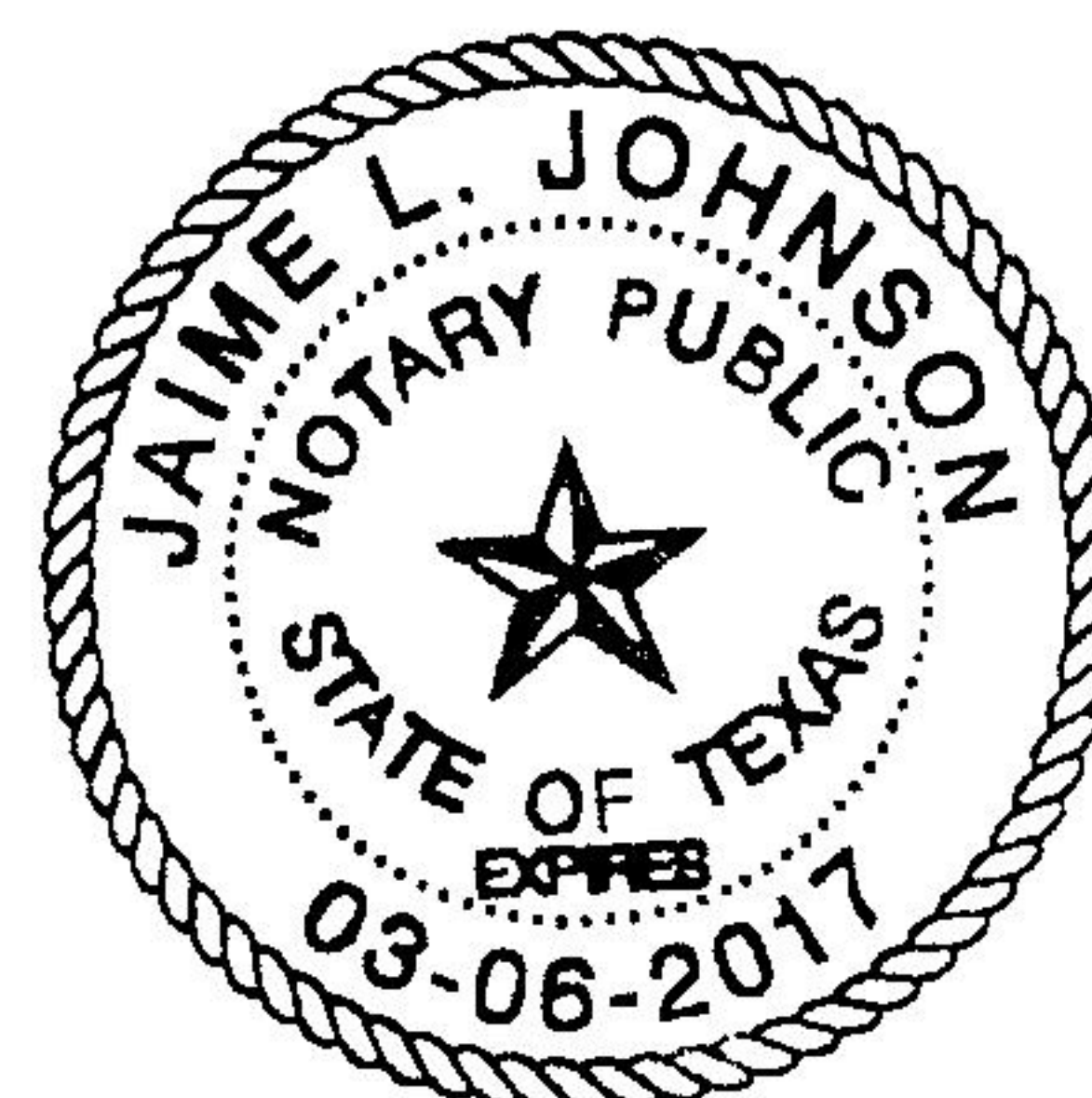
By: 
Name: Gordon V. Hartman
Title: President

STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on the 23rd day of August, by **GORDON V. HARTMAN**, as President of VELMA DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said limited liability company.


Notary Public, State of Texas

After Recording Return To:
Mr. Ronald W. Hagauer
Attorney at Law



1602 N. Loop 1604 W., Suite LL-102
San Antonio TX 78258

Doc# 20160165525 Fees: \$42.00
08/24/2016 2:23PM # Pages 5
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

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:

AUG 24 2016



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS