

**SUPPLEMENTAL DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WILLOW GROVE SUBDIVISION, UNIT 3
BEXAR COUNTY, TEXAS**

STATE OF TEXAS §

COUNTY OF BEXAR §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW GROVE SUBDIVISION, UNIT 3 (the "Supplemental Declaration") is made this 1st day of March, 2016, by Fred Development, LLC, a Texas limited liability company (hereinafter referred to as "Declarant").

W I T N E S S E T H :

Whereas, Declarant is the owner of the real property known as Willow Grove Subdivision, Unit 3 ("Annexed Land") as more fully described in the plat recorded at Volume 9695, Page 195, Deed and Plat Records, Bexar County, Texas; and

Whereas, Declarant has heretofore subjected land in the vicinity of the Annexed Land to certain covenants, conditions, restrictions, easements, charges and liens set forth in the Declaration of Covenants, Conditions and Restrictions for Willow Grove Subdivision (the "Declaration") recorded in Book 15827, Page 2208, Official Public Records of Real Property, Bexar County, Texas; and

Whereas, the Declaration allows for the annexation of additional land into the Willow Grove Subdivision and further provides for the recording of supplemental declarations with respect to the Annexed Land;

Whereas, Declarant desires to annex the Annexed Land into the Willow Grove Subdivision and to thereby impose upon the present and future owners of land within the Annexed Land additional binding covenants to run with the ownership of all land within the Annexed Land.

Now, Therefore, Declarant hereby annexes the Annexed Land into the scheme of the covenants, conditions and restrictions of the Declaration, the Annexed Land shall be subject to and controlled by the Willow Grove Homeowners Association, Inc. 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

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 Schertz and shall meet the following minimum requirements:

<u>Side Yard</u>	<u>Front Yard</u>	<u>Rear Yard</u>
10'	25'	20'

The front setback for lots on the curvature of a cul-de-sac shall be determined by 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 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 Seven Hundred (1,700) square feet, if one-story, and Two Thousand One Hundred (2,100) 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. Seventy-five percent (75%) of the surface of a Living Unit (excluding gables, windows and doors) below the plate line of a single-story Living Unit shall be constructed of stucco, brick veneer or stone. Seventy-five percent (75%) of the surface of a Living Unit (excluding gables, windows and doors) below the top of the first floor of a two-story Living Unit shall be constructed of stucco, brick veneer or stone. All pillars on all elevations must be stucco, brick veneer or stone. All other surfaces of the Living Unit (excluding gables, windows and doors) shall be constructed of stucco, brick veneer, stone or cement fiber lap siding.

1.4 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.

1.5 Fences. All fences shall be constructed of cedar. 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.

1.6 Roof Pitch. The pitch of the main roof of a Living Unit shall be 8:12 with the exception of gables, dormers, porches.

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.

FRED DEVELOPMENT, LLC, a Texas limited liability company

By: _____

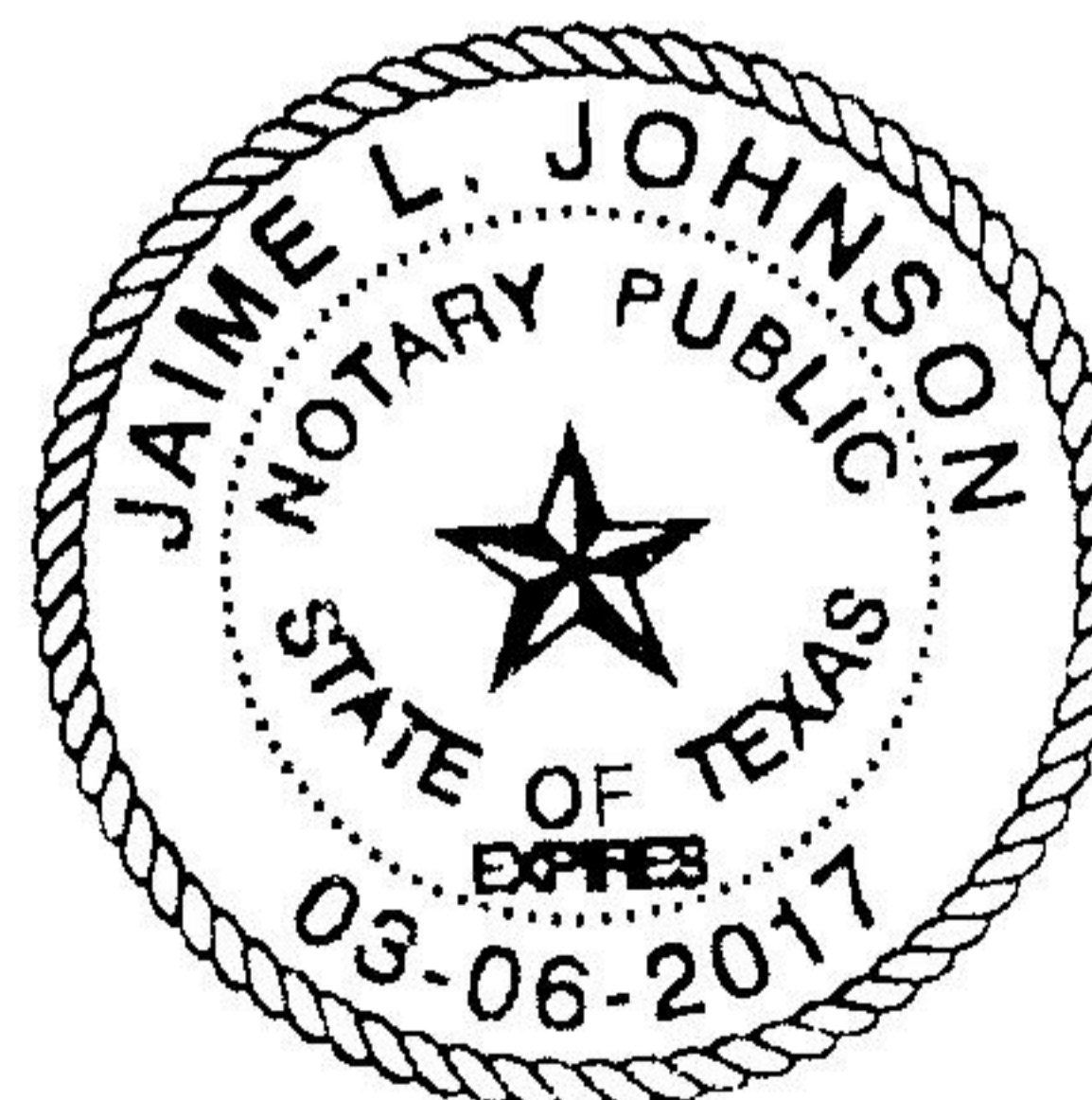
Name: Gordon V. Hartman
Title: President

STATE OF TEXAS §
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COUNTY OF BEXAR §

This instrument was acknowledged before me on the 1 day of March, 2016, by **GORDON V. HARTMAN**, as President of FRED 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



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

MAR 03 2016



Gerard C. Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20160039682 Fees: \$42.00
03/03/2016 2:17PM # Pages 5
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK