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**CERTIFICATE OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR  
SETTERFELD ESTATES UNIT 3**

This Certificate of Annexation and Supplemental Declaration of Covenants, Conditions, Easements and Restrictions for Setterfeld Estates Unit 3 ("Supplemental Declaration") is made to be effective as of December 21, 2016, by **Saur 3351 No. 5, Ltd.**, a Texas limited partnership ("Declarant") and joined by **Setterfeld Estates Unit 3, Ltd.**, a Texas limited partnership ("Owner").

**RECITALS**

Pursuant to the Setterfeld Estates Unit 1 Declaration of Covenants, Conditions, Easements and Restrictions, recorded under Document Number 201206022171 Official Public Records of Comal County, Texas, Declarant subjected certain real property in the Development more particularly described in the Declaration as "*Setterfeld Estates*" to certain covenants, conditions and restrictions.

Pursuant to the Declaration, Setterfeld Estates Homeowners Association, Inc. has been incorporated under the laws of the State of Texas as a non-profit corporation for the purposes of maintaining the Common Areas and exercising the other functions as provided in the Declaration.

Pursuant to Section 2 of the Declaration, Declarant retained the right to annex and bring within the scope and purview of the Declaration additional property as 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 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 subject such Annexed Property to the terms of the Declaration, as amended and supplemented herein, and to the jurisdiction of the Setterfeld Estates Homeowners Association, Inc., including the liens for assessments as set forth in the Declaration, as hereby herein provided.

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 Declaration, unless otherwise expressly defined herein.

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

Lots 132-152, and 154-180, all in Setterfeld Estates Unit 3 in Comal County, Texas, according to plat thereof recorded under Document Number 201606048083, Map and Plat Records of Comal County, Texas.

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

Lot 130 (private street); and Lots 131, 153 and 181 (greenbelt lots), all in Setterfeld Estates Unit 3 in Comal County, Texas, according to plat thereof recorded under Document Number 201606048083, Map and Plat Records of Comal County, Texas.

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

4. Subdivision Plat. The term "Subdivision Plat" as defined in Section 1 of the Declaration shall include the Subdivision Plat of Setterfeld Estates Unit 3, recorded under Document Number 201606048083, Deed and Plat Records of Comal County, Texas, and any amendment thereof upon filing of same for record in the Deed and Plat Records of Comal County, Texas, and any other recorded subdivision plat(s) for additional properties subjected to the Declaration by annexation certificate or by any subsequent amended or supplemental declaration.

5. Street Lights. In accordance with Section (n) of Exhibit E to the Declaration, each of the following designated Lots and adjoining Lots within the Annexed Property shall be subject to an easement of access and use for placement, repair and maintenance of street light fixtures: Lots 133, 136, 143, 150, 154, 158, 159, 165, 172 and 176.

6. Fences. Section (o)(1) of Exhibit E to the Declaration is hereby amended, with respect only to the Lots within the Annexed Property, to read as follows:

(a) The required and permitted fencing which may be installed by an Owner, subject to the requirements of this **Section**, are as follows:

(i) Side Fencing Adjacent to Streets: 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 shown on Exhibit F attached hereto. The smooth side shall face the street and the framing shall face the interior of the Lot. Masonry columns are required on all street side fencing at the front building setback and the rear property corner adjacent to the street.

(ii) 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 shown on Exhibit F attached hereto. The smooth side shall face the street and the framing shall face the interior of the Lot. Wing walls shall have a masonry column adjacent to the side Lot line.

(iii) Rear Fencing for Lots 132, 133 and Side Fencing for Lots 132, 180: 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 shown on Exhibit F attached hereto. The smooth side shall face out, with framing facing the interior of the Lot.

(iv) Declarant Fencing: Lots 132, 133 and 180 are Lots with Declarant constructed fences on the Lots. The owners of Lots with Declarant Fencing shall be responsible for all costs of the maintenance, repair and replacement of the Declarant Fencing on their respective Lots, but not the initial construction costs of such Declarant Fencing.

Exhibit F of the Declaration entitled "Fence Detail" is attached hereto as Exhibit A and incorporated herein.

7. Grading Plan. With respect to the Annexed Property, any reference herein or in the Declaration to the Grading Plan and Exhibit G shall be deemed to refer to the Grading Plan set forth on Exhibit A attached to this 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 Declaration and any amendments thereto, as modified and supplemented in this Supplemental Declaration, with the same force and effect as if set out verbatim herein, and shall hereafter be subject to the jurisdiction of the Setterfeld Estates Homeowners Association, Inc. and to the supplemental terms and provisions of this Supplemental Declaration.

9. Miscellaneous.

(a) Term. This 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 Declaration.

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

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

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

**EXHIBITS:**

Exhibit A – Fence Detail

Exhibit B – Grading Plan

Consent of Lienholder – Bank of San Antonio

Consent of Lienholder – Saur Family Partners, L.P.

Consent of Lienholder – Carol A. Saur

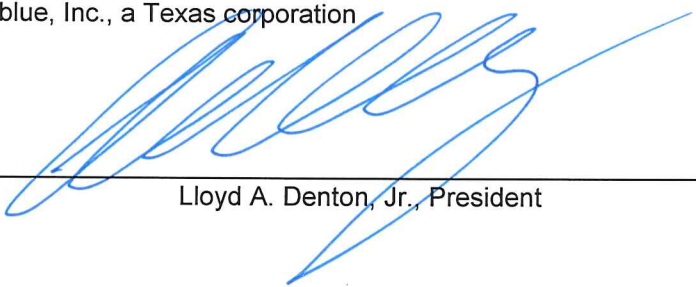
**[COUNTERPART SIGNATURE PAGES FOLLOW]**

**COUNTERPART SIGNATURE PAGE TO  
CERTIFICATE OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR  
SETTERFELD ESTATES UNIT 3**

**DECLARANT:**

**SAUR 3351 No. 5, 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

This instrument was acknowledged before me on December 21, 2016, by Lloyd A. Denton, Jr., President of Bitterblue, Inc., a Texas corporation, the sole General Partner of Saur 3351 No. 5, Ltd., a Texas limited partnership, on behalf of said limited partnership.



  
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Notary Public, State of Texas

**COUNTERPART SIGNATURE PAGE TO  
CERTIFICATE OF ANNEXATION AND SUPPLEMENTAL DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR  
SETTERFELD ESTATES UNIT 3**

**OWNER:**

**SETTERFELD ESTATES UNIT 3, 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

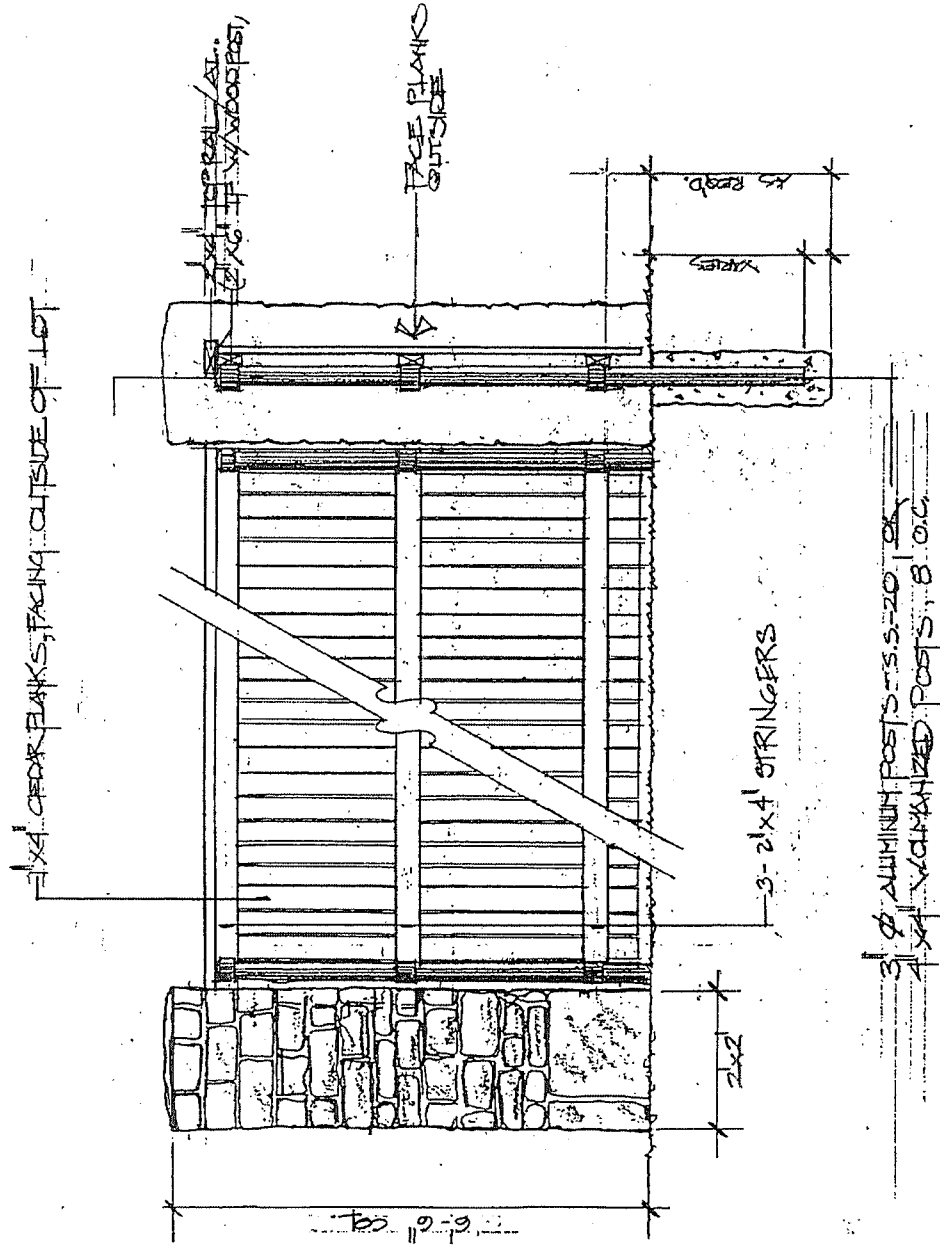
This instrument was acknowledged before me on December 21, 2016, by Lloyd A. Denton, Jr., President of Bitterblue, Inc., a Texas corporation, the sole General Partner of Saur 3351 No. 5, Ltd., a Texas limited partnership, on behalf of said limited partnership.



  
Notary Public, State of Texas

**EXHIBIT A  
FENCE DETAIL**

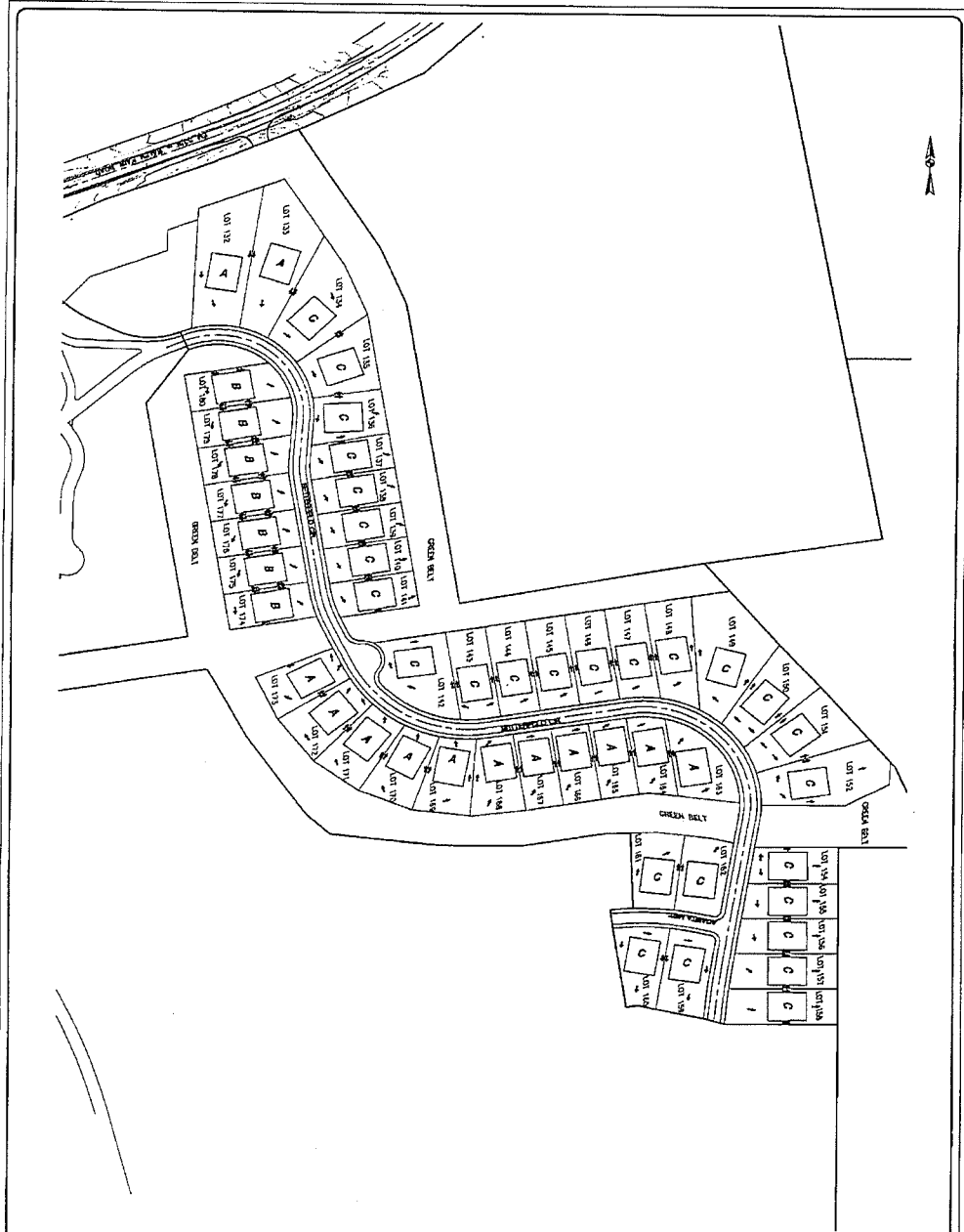
**EXHIBIT F  
FENCE DETAIL**




**EXHIBIT "F"**

# EXHIBIT B GRADING PLAN

SEE SHEET 101 FOR THE GRADING PLAN



JOB NO: 2002.30 DATE: 10/10/02 DESIGNED: A.S. CHECKED: A.S. PLOTTED: A.S. SCALE: 1.0	<b>SETFIELD ESTATES UNIT 3</b> CITY OF FAIR OAKS WARD, COMAL COUNTY, TEXAS  <b>LOT GRADING PLAN</b>	 <b>ALAMO</b> CONSULTING ENGINEERING & SURVEYING, INC. <small>140 HUNTER RD., ETC. 617, SAN ANTONIO, TX 78204          PHONE: (210)224-0931 FAX: (210)224-3003</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">REVISIONS</th> </tr> <tr> <th>NO.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	REVISIONS		NO.	DESCRIPTION											PLAN NO. APPROVED: _____ DATE: _____
REVISIONS																		
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**CONSENT OF LIENHOLDER**

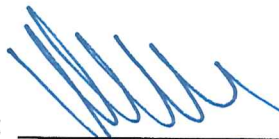
The undersigned ("Lienholder"), being the owner and holder of existing mortgage(s) and liens upon and against the Property subject to this Certificate of Annexation and Supplemental Declaration for Setterfeld Estates Unit 3 ("Supplemental Declaration"), being described in the Deed of Trust for the benefit of the undersigned recorded under Document Number 201506051863, Official Public Records of Comal 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 Supplemental Declaration for the limited purposes herein stated.

Lienholder hereby joins in the execution of this instrument for the sole purpose of subordinating the liens held by Lienholder to all of the provisions of the foregoing Supplemental Declaration. Any owner who accepts title to any of the Property subject to this Supplemental Declaration specifically acknowledges that the undersigned Lienholder is not a party to this Supplemental Declaration except for the sole purpose of subordinating its liens as set out above, and each Owner who accepts title to any of the Lots hereby specifically and unconditionally releases and discharges Lienholder from any claims or liability with respect to, or arising out of, the Supplemental Declaration, except as to actions which may hereafter be taken by Lienholder as a successor to the interest of Declarant.

Executed to be effective as of December 6, 2016.

**LIENHOLDER:**

**BANK OF SAN ANTONIO**

By:   
Name: Michael Ussery  
Title: Senior Vice President

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on December 6, 2016, by Michael Ussery, Senior Vice President of Bank of San Antonio, a Texas state bank, on behalf of said state bank.



  
Notary Public, State of Texas



**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 Setterfeld Estates Unit 3 ("Supplemental Declaration"), being described in the Deed of Trust for the benefit of the undersigned recorded under Document Number 201506051863, Official Public Records of Comal 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 Supplemental Declaration for the limited purposes herein stated.

Lienholder hereby joins in the execution of this instrument for the sole purpose of subordinating the liens held by Lienholder to all of the provisions of the foregoing Supplemental Declaration. Any owner who accepts title to any of the Property subject to this Supplemental Declaration specifically acknowledges that the undersigned Lienholder is not a party to this Supplemental Declaration except for the sole purpose of subordinating its liens as set out above, and each Owner who accepts title to any of the Lots hereby specifically and unconditionally releases and discharges Lienholder from any claims or liability with respect to, or arising out of, the Supplemental Declaration, except as to actions which may hereafter be taken by Lienholder as a successor to the interest of Declarant.

Executed to be effective as of December 9, 2016.

**LIENHOLDER:**

**SAUR FAMILY PARTNERS, L.P.**, a Texas limited partnership

By Its Sole General Partner:

Saur Family Partners Management, L.L.C., a Texas limited liability company

By: Carol A. Saur, Manager  
Carol A. Saur, Manager

By: Wayne Allen Saur  
Wayne Allen Saur, Manager

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on December 9, 2016, by Carol A. Saur, Manager of Saur Family Partners Management, L.L.C., a Texas limited liability company, the sole General Partner of Saur Family Partners, L.P., a Texas limited partnership, on behalf of said limited partnership.



Sarah E. Carrington  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on December 12, 2016, by Wayne Allen Saur, Manager of Saur Family Partners Management, L.L.C., a Texas limited liability company, the sole General Partner of Saur Family Partners, L.P., a Texas limited partnership, on behalf of said limited partnership.



Sarah E. Carrington  
Notary Public, State of Texas

**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 Setterfeld Estates Unit 3 ("Supplemental Declaration"), being described in the Deed of Trust for the benefit of the undersigned recorded under Document Number 201506051862, Official Public Records of Comal 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 Supplemental Declaration for the limited purposes herein stated.

Lienholder hereby joins in the execution of this instrument for the sole purpose of subordinating the liens held by Lienholder to all of the provisions of the foregoing Supplemental Declaration. Any owner who accepts title to any of the Property subject to this Supplemental Declaration specifically acknowledges that the undersigned Lienholder is not a party to this Supplemental Declaration except for the sole purpose of subordinating its liens as set out above, and each Owner who accepts title to any of the Lots hereby specifically and unconditionally releases and discharges Lienholder from any claims or liability with respect to, or arising out of, the Supplemental Declaration, except as to actions which may hereafter be taken by Lienholder as a successor to the interest of Declarant.

Executed to be effective as of December 9, 2016.

**LIENHOLDER:**

Carol A. Saur  
CAROL A. SAUR

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on December 9, 2016, by Carol A. Saur.

Sarah E. Carrington  
Notary Public, State of Texas



LHC-4

Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
12/21/2016 02:41:55 PM  
MEDIN 11 Page(s)  
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Bobbie Koepf