

THIRD AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
OF  
SENDERO RANCH, PLANNED UNIT DEVELOPMENT  
BINDING SENDERO RANCH UNITS 1, 2A, 2B, 3 AND 4

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

SENDERO RANCH UNIT 1 was established by the a Declaration recorded in Volume 6191, Page 737, and amended in Volume 6241, Page 897, and Volume 6752, Page 1823, Official Public Records of Real Property of Bexar County, Texas (“Declaration”); SENDERO RANCH UNIT 2A was established by Certificate of Annexation to Declaration of Covenants, Conditions, Easements and Restrictions for Sendero Ranch, recorded in Volume 6841, Page 1516, Official Public Records of Bexar County, Texas; SENDERO RANCH UNIT 2B was established by Certificate of Annexation to Declaration of Covenants, Conditions, Easements and Restrictions for Sendero Ranch, recorded in Volume 6941, Page 836, Official Public Records of Real Property of Bexar County, Texas; SENDERO RANCH UNIT 3, was established by Certificate of Annexation to Declaration of Covenants, Conditions and Restrictions for Sendero Ranch, recorded in Volume 6501, Page 2055; and SENDERO RANCH UNIT 4 was established by Amendment ti Certificate of Annexation to Declaration of Covenants, Conditions, Easements and Restrictions for Sendero Ranch, recorded in Volume 7278, Page 14, Official Public Records of Real Property of Bexar County, Texas (collectively “Certificates of Annexation”). For the purposes of this Amendment, all units are referred to as “Subdivision.”

The Owners of not less than 90% of the Subdivision (“Owners”) desire to change certain

provisions of the above described recorded instruments to achieve uniformity of voting, calculation of assessment charges, and amendment of the Declaration and Certificates of Annexation throughout the Subdivision. This Amendment is specifically authorized by Article III, Section 2(d) of the Declaration. Specifically, the Owners desire to clarify the methods by which Owners may consolidate two or more Lots, to tie the method of charging assessments to the number of votes allotted to each Owner, and to clarify the means by which to amend the Declaration.

To effect this purpose, the following amendments are made:

Article I, Subsection (d) of the Declaration is abolished and replaced by the following:

(d) "Lot" shall mean and refer to the plots of land in the Subdivision plats, recorded in Volume 9530, Pages 39-41, Volume 9534, Page 148, Volume 9535, Page 172, Volume 9531, Pages 202-204, and Volume 9530, Page 146, Plat Records of Bexar County, Texas, except those designated as private streets and Common Facilities. "Lot," for the purposes of voting rights and assessment obligation shall also mean two or more contiguous Lots with one residence so that no other homesite may be constructed on said Lots and two or more Lots which have been replatted and approved by the County Commissioners into one Lot.

Article IV, Section 2 (a) and (b) of the Declaration are deleted and replaced by the following paragraph:

Voting Rights. The Owners have voting rights as follows: Owners of one Lot shall have one (1) vote. Owners of multiple Lots, shall have one (1) vote per assessed Lot as follows: Owners with two or more contiguous Lots who construct a residence so that no other homesite may be constructed on said Lots shall have one vote, regardless of the number of contiguous Lots owned. Owners of two or more Lots who replat the multiple Lots into one Lot shall have one (1) vote. Other Owners

of multiple and/or contiguous Lots shall have one (1) vote per Lot owned.

Further, Article VI, Section 1, of the Declaration is deleted and replaced by the following:

Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner by acceptance of a deed for a Lot or Lots within the Properties, whether or not it is expressed in the deed, shall be deemed to covenant and agree to pay to the Association (1) annual assessments or charges and (2) special assessments for capital improvements, such assessment to be fixed, established and collected from time to time as herein provided. The annual and special assessments, together with such late charges and costs of collection, shall be a charge on the land and shall be a continuing lien upon the Lot against which the assessment is made and shall be a personal obligation of the person who was the Owner of the Lot at the time the obligation accrued.

Article X, Section 18 of the Declaration is deleted and replaced by the following:

Lot Consolidation; Any Owner of two or more contiguous Lots may with prior approval of the Master Design Committee, consolidate such Lots as follows: two or more contiguous Lots on which a residence is constructed so that no other homesite may be constructed on said Lots; two or more contiguous Lots which have been replatted and approved by the County Commissioners into one Lot; or any other Lot consolidation approved by the Master Design Committee. If a Lot should ever be resubdivided, or if two or more residences are constructed on it, then it shall bear a separate assessment for each Lot into which it is subdivided or for each Lot upon which there is a residence.

Further, to effect this intent, Paragraph 3 of the Certificate of Annexation to Declaration of Covenants, Conditions, Easements and Restrictions for Sendero Ranch, recorded in Volume 6941, Page 836, Official Public Records of Real Property of Bexar County, Texas; and Paragraphs 3 and

4 of the Certificate of Annexation to Declaration of Covenants, Conditions, Easements and Restrictions for Sendero Ranch, recorded in Volume 7278, Page 14, Official Public Records of Real Property of Bexar County, Texas, are void.

Article III, Section 2(d) of the Declaration is amended as follows:

Amendment. The Declaration and Certificates of Annexation may be amended until January 1, 2015, by vote of the Owners of ninety percent (90%) of the Lots in the Subdivision, and thereafter by vote of the Owners of seventy-five percent (75%) of the Lots in the Subdivision. No amendment shall be effective until filed of record in the Official Public Records of Real Property of Bexar County, Texas.

The amendment of the Declaration and Certificates of Annexation set forth above shall be deemed part of and shall be interpreted in accordance with those instruments. All provisions of the Declaration and Certificates of Annexation not amended are ratified and confirmed and shall continue in full force and effect.

WE, the undersigned, Owners of not less than 90% of the Subdivision subject to the terms of the Declaration, for the purpose of acknowledging their consent and approval to the amendment, have executed this instrument to be effective upon filing of record in the Official Public Records of Real Property of Bexar County, Texas.

(SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES)

INDIVIDUAL SIGNATURES OF OWNERS  
approving  
"THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR SENDERO RANCH SUBDIVISION,  
PLANNED UNIT DEVELOPMENT  
BINDING SENDERO RANCH UNITS 1, 2A, 2B, 3 AND 4"

Date: \_\_\_\_\_

\_\_\_\_\_  
(Owner's Signature)

\_\_\_\_\_  
Property Address

(Print Name):

\_\_\_\_\_  
(Owner's Signature)

(Print Name):

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

BEFORE ME, the undersigned authority, on this day personally appeared

\_\_\_\_\_  
known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 1999/2000.

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF TEXAS

Date: \_\_\_\_\_

\_\_\_\_\_  
(Owner's Signature)

\_\_\_\_\_  
Property Address

(Print Name):

\_\_\_\_\_  
(Owner's Signature)

(Print Name):

STATE OF TEXAS §

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COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared

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known to me to be the person(s) whose name(s) is(are) subscribed to the foregoing instrument and  
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\_\_\_\_\_, 1999/2000.

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF TEXAS