

SENDERO RIDGE UNIT 1 RESTRICTIONS

Volume 7, Page 99; Volume 7, Pages 296-297; Volume 7, Page 355, Plat Records of Kerr County, Texas; Volume 1612, Page 738, Instrument No. 14-00247 Official Public Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

OTHER EXCEPTIONS

- Easement dated June 29, 1927 to Texas Power & Light Company, recorded in Volume 47, Page 447, Deed Records of Kerr County, Texas.
- Easement dated March 6, 1920 to the City of Kerrville, Texas, recorded in Volume 51, Page 375, Deed Records of Kerr County, Texas.
- Easement dated August 1, 1950 to Lone Star Gas Company, recorded in Volume 1, Page 400, Easement Records of Kerr County, Texas.
- Underground Installation Contract dated October 19, 1999 executed by and between Donald A. Harvey, Trustee and Kerrville Public Utility Board, recorded in Volume 1141, Page 659, Real Property Records of Kerr County, Texas.
- Easements as per the plats recorded in Volume 7, Page 355, Volume 7, Pages 296-297 and Volume 7, Page 99, Plat Records of Kerr County, Texas.
- Annual assessments and/or current maintenance charges as set forth in instruments recorded in Volume 1612, Page 738, Official Public Records of Kerr County, Texas.
- Easements reserved by developer in the Restrictions recorded in Volume 1612, Page 738, Official Public Records of Kerr County, Texas.
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

SUBDIVISION PLAT ESTABLISHING
SENDERO RIDGE SUBDIVISION
UNIT 1A

THIS CERTAIN 24.01 ACRE TRACT OF LAND, BEING OUT OF THE SAMUEL, WALLACE SURVEY NUMBER 113, ABSTRACT NUMBER 347, KERR COUNTY, TEXAS, BEING A PART OF A CERTAIN 83.70 ACRE TRACT OF LAND, VOL 751 PAGE 201, ESTABLISHING LOTS 1,2,3 BLOCK 1, AND LOT 1 BLOCK 2 OF SENDERO RIDGE SUBDIVISION UNIT 1A.

FLOOD ZONE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP WFTWCTIVE 4/29/97 THE PROPERTY SURVEYED AND SHOWN HEREON LIES WITHIN ZONE "X" COMMUNITY MAP NO. 48266C0260 E.

NOTES:

- 1. IRON PINS FOUND OR SET AT ALL CORNERS.
- 2. OWNER TO ASSUME RESPONSIBILITY AND MAINTENANCE OF ALL INTERIOR ROADS.
- 3. UNIDENTIFIED UTILITY EASEMENT, VOL. 1 PAGE 400.

THE STREET NAMES SHOWN HEREON HAVE BEEN APPROVED BY THE 911 BOARD ACCORDING TO THEIR GUIDELINES.

James S. 20 91 *T. E. Wilson*
911 DIRECTOR

NOTED EASEMENTS ARE FOR THE INSTALLATION, MAINTENANCE OF AND ACCESS TO ALL THE NOTED UTILITIES; ELECTRIC, GAS, WATER, SANITARY SEWER, TELEPHONE, CABLE T.V., INGRESS AND EGRESS.

THIS PLAT DOES NOT AVOID, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:

STATE OF TEXAS
COUNTY OF KERR

FILED FOR RECORDING IN THE 9th DAY OF January, 20 01 A.D.
AT 8:30 AM, COUNTY CLERK AND WAS RECORDED THE 9th DAY OF January, 2001 A.D. AT 8:30 AM IN VOLUME 7 AT PAGE 99 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS

Tanner H. Peeples
COUNTY CLERK
KERR COUNTY, TEXAS

By: Nadeen Alford, Deputy

DATE: 8/28/00

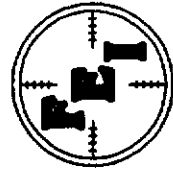


L36	S 04°07'21" E	8.00'
L37	S 85°52'39" W	2.00'
L38	S 04°07'21" E	2.98'
L39	N 58°53'60" E	45.46'
L40	N 88°02'51" E	28.36'
L41	S 45°06'14" E	58.26'
L42	S 00°30'04" E	27.01'
L43	S 00°30'04" E	28.14'
L44	S 45°30'04" E	81.78'
L45	S 45°30'04" E	84.37'
L46	S 27°51'39" E	95.48'
L47	S 27°51'39" E	99.00'
L48	S 81°42'39" E	10.91'
L49	S 81°42'39" E	23.29'
L50	S 44°39'42" W	61.25'
L51	N 27°51'39" W	59.63'
L52	N 57°38'32" E	18.67'

NUMBER	Delta	C D	T	R	L'	C L'
C25	10°06'01"	S 89°03'42" E	20.33	230.00	40.54	40.49
C26	104°07'01"	S 31°57'11" E	32.07	250.00	45.43	39.43
C27	198°38'25"	N 40°52'58" E	365.59	60.00	208.02	118.42
C28	90°00'39"	N 40°52'58" E	25.00	25.00	39.27	35.36
C29	08°26'60"	N 00°06'09" E	17.73	240.00	35.40	35.36
C30	08°26'60"	N 00°06'09" E	14.04	190.00	28.02	28.00
C31	66°44'18"	N 61°13'48" W	23.05	35.00	40.77	38.50

LEGEND

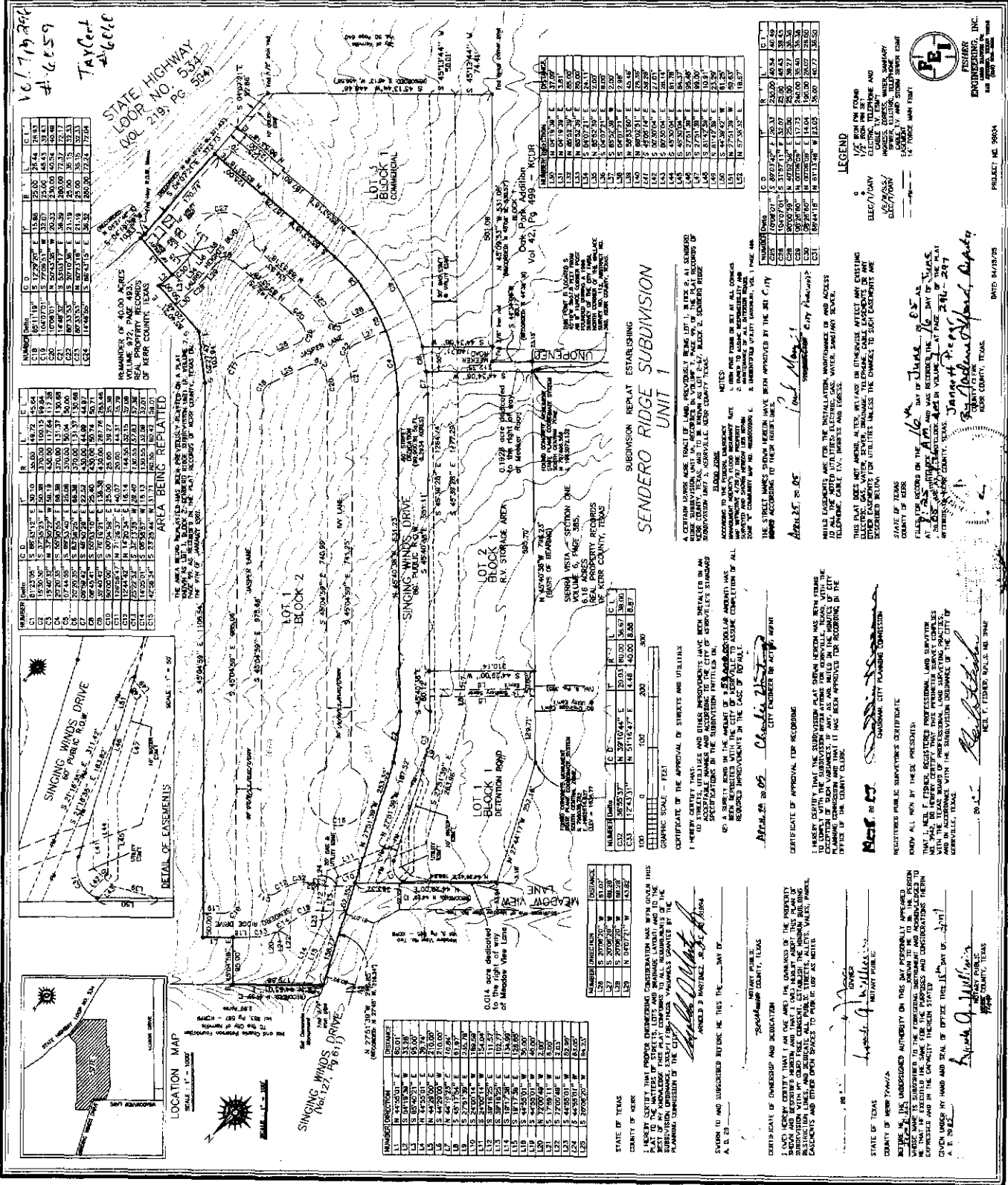
- 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- ELEC T / CATV
- 1/E/W/S.S./ ELEC T / CATV
- INGRESS, EGRESS, WATER, SANITARY SEWER, ELECTRIC, TELEPHONE CABLE T.V. AND STORM SEWER ESMT EASEMENT
- FN--- 14' FORCE MAIN ESMT



FISHER
ENGINEERING, INC.
11825 RAMON DR.
SAN ANTONIO, TEXAS 78216
(210) 308-9991

PRELIMINARY PLAT
APPROVED
JANUARY 7, 1999
CITY OF KERRVILLE

PROJECT NO. 98034



10/7/81
659
TAYLOR
666

STATE HIGHWAY
LOOP NO. 534
VOL. 219, Pg. 554

REMAINDER OF 40.00 ACRES
VOLUME 272, PAGE 432
REAL PROPERTY RECORDS
OF KERR COUNTY, TEXAS

AREA BEING REPLICATED
ON A PLAT
VOLUME 272, PAGE 432
REAL PROPERTY RECORDS
OF KERR COUNTY, TEXAS

DETAIL OF EASEMENTS
SCALE: 1" = 50'

LOCATION MAP
SCALE: 1" = 1000'

SENDERO RIDGE
12.928 AC BLKS 1

SENDERO RIDGE SUBDIVISION
UNIT 1

SENDERO RIDGE SUBDIVISION
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UNIT 1

SUBDIVISION REPLAT ESTABLISHING

SENDERO RIDGE SUBDIVISION UNIT 1

A CERTAIN 12.928 ACRE TRACT OF LAND, PREVIOUSLY BEING LOT 1, BLOCK 2, AT SENDERO RIDGE SUBDIVISION UNIT 1A, RECORDED IN VOLUME 7, PAGE 99, OF THE PLAT RECORDS OF KERR COUNTY, TEXAS, AND TO BE KNOWN AS LOT 2-67, BLOCK 2, SENDERO RIDGE SUBDIVISION UNIT 1, KERRVILLE, KERR COUNTY TEXAS.

FLOOD ZONE

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP EFFECTIVE 4/29/97 THE PROPERTY SURVEYED AND SHOWN HEREON LIES WITHIN ZONE "X" COMMUNITY MAP NO. 4826500260 E.

NOTES:

- IRON PINS FOUND OR SET AT ALL CORNERS.
- OWNER TO ASSUME RESPONSIBILITY AND MAINTENANCE OF ALL INTERIOR ROADS.
- UNIDENTIFIED UTILITY EASEMENT, VOL 1 PAGE 400.

THE STREET NAMES SHOWN HEREON HAVE BEEN APPROVED BY THE SAN ANTONIO CITY PLANNING DEPARTMENT.

APRIL 25, 20 05

Paul May

San Antonio City Planning

NOTED EASEMENTS ARE FOR THE INSTALLATION, MAINTENANCE OF AND ACCESS TO ALL THE NOTED UTILITIES: ELECTRIC, GAS, WATER, SANITARY SEWER, TELEPHONE, CABLE T.V., INGRESS AND EGRESS.

THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:

STATE OF TEXAS
COUNTY OF KERR

FILED FOR RECORD ON THE 16th DAY OF June, 20 05 A.D.
AT 8:25 O'CLOCK AM AND WAS RECORDED THE 16 DAY OF June, 20 05 A.D. AT 8:26 O'CLOCK AM IN VOLUME 7 AT PAGE 296-297 OF THE PLAT RECORDS OF KERR COUNTY, TEXAS.

Jannett P. Cooper
COUNTY CLERK
KERR COUNTY, TEXAS.

ENGINE
11824
SAN ANTONIO
(21)

DATE: 04/15/05

PROJECT NO. 98034

L38	S 04°07'21" E	2.98
L39	N 58°53'60" E	45.46'
L40	N 88°02'51" E	28.36'
L41	S 45°06'14" E	58.26'
L42	S 00°30'04" E	27.01'
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LEGEND

- 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- ELEC/T/CATV
- 1/E/W/S.S./ELEC/T/CATV
- INGRESS, EGRESS, WATER, SEWER, ELECTRIC, TELEPHONE
- CABLE T.V. AND STORM SE EASEMENT
- 14" FORCE MAIN ESM'T

SUBDIVISION REPLAT ESTABLISHING

SENDERO RIDGE SUBDIVISION UNIT 1

L34	S 04°07'21" E	18.67'
L52	N 57°38'32" E	18.67'
L53	S 04°07'21" E	5.00'

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APR 25, 20 05

Paul Meyer
SHERIFF-CITY Planner

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STATE OF TEXAS
COUNTY OF KERR

FILED FOR RECORD ON THE 16th DAY OF June, 20 05 A.D.
AT 8:25 O'CLOCK AM AND WAS RECORDED THE 16 DAY OF June
20 05 AT 8:26 O'CLOCK AM IN VOLUME 7 AT PAGE OF THE PLAT
RECORDS OF KERR COUNTY, TEXAS.

Jannett Pieper
COUNTY CLERK
KERR COUNTY, TEXAS.

DATE: 04/15/05

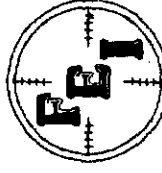
PROJECT NO. 98034

TXDOT NOTES

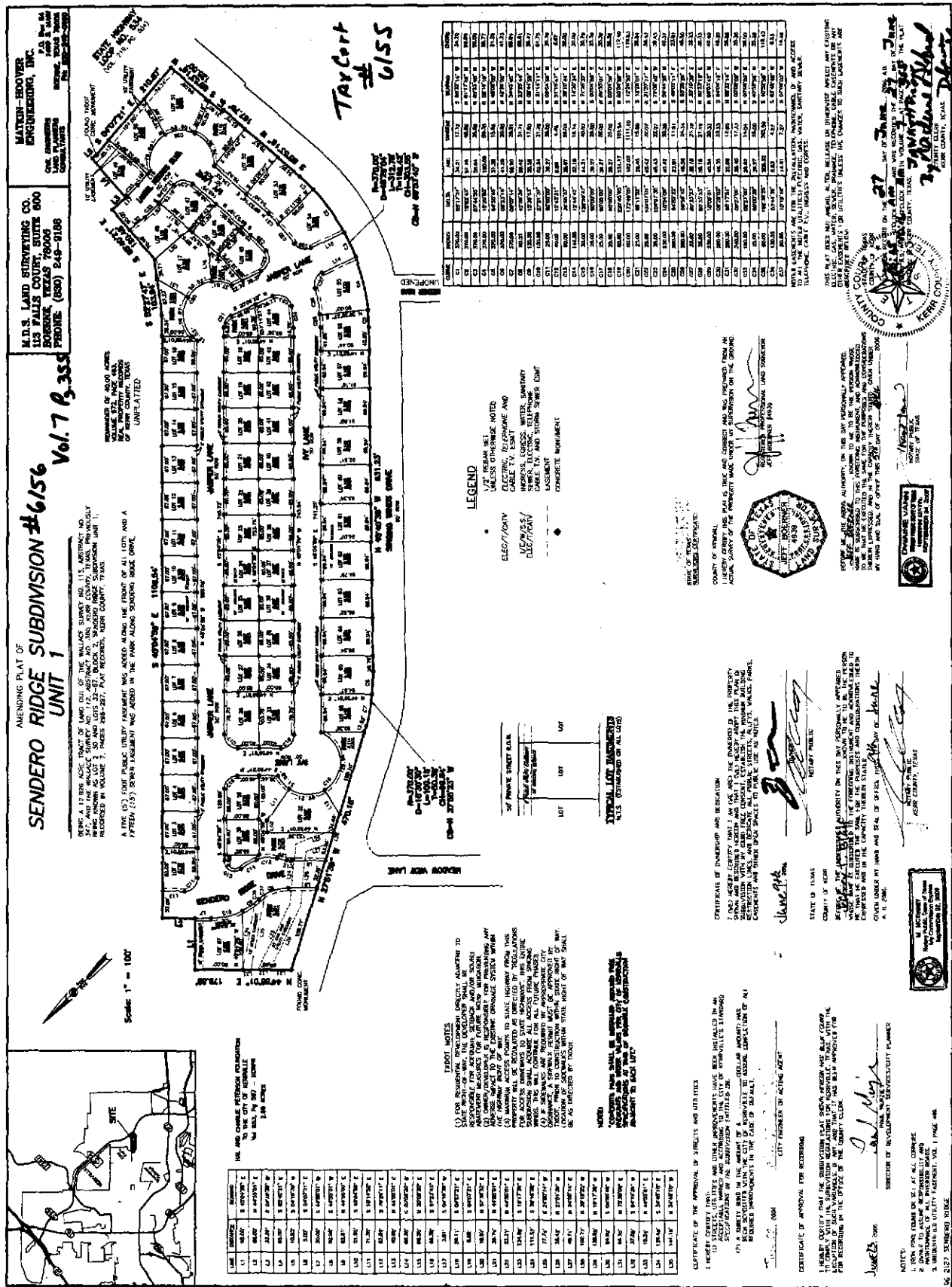
- (1) FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
- (2) OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT OF WAY.
- (3) MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "REGULATIONS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS". THIS ENTIRE SUBDIVISION SHALL ACQUIRE ALL ACCESS FROM SINGING WINDS. THIS WILL CONTINUE FOR ALL FUTURE PHASES.
- (4) IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT. PRIOR TO CONSTRUCTION WITHIN STATE RIGHT OF WAY. LOCATION OF SIDEWALKS WITHIN STATE RIGHT OF WAY SHALL BE AS DIRECTED BY TXDOT.

LEGEND

- 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- ELEC./T/CATV
- 1/E/W/S.S./ELEC./T/CATV
- INGRESS, EGRESS, WATER, SANITARY SEWER, ELECTRIC, TELEPHONE
- CABLE T.V. AND STORM SEWER ESMT EASEMENT
- 14' FORCE MAIN ESMT



FISHER
ENGINEERING, INC.
11825 RADIUM DR.
SAN ANTONIO, TEXAS 78216
(810) 308-9991



AMENDING PLAT OF

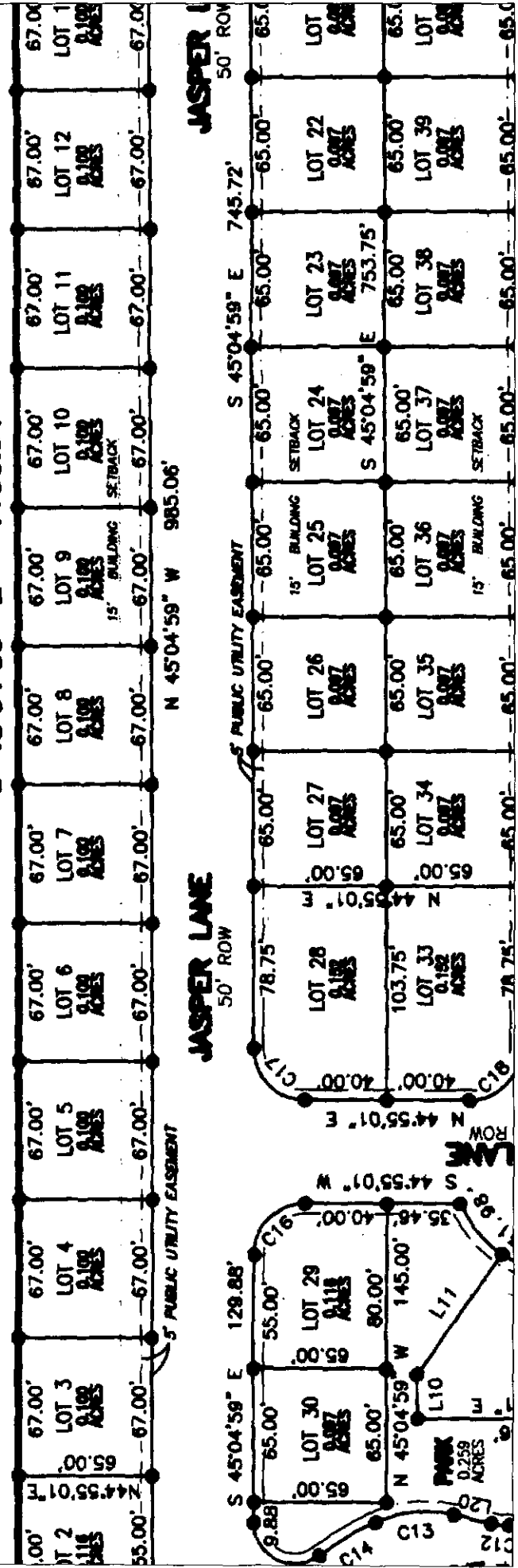
SENDERO RIDGE SUBDIVISION #6156

UNIT 1

BEING A 12.926 ACRE TRACT OF LAND OUT OF THE WALLACE SURVEY NO. 113, ABSTRACT NO. 347, AND THE WALLACE SURVEY NO. 112, ABSTRACT NO. 360, KERR COUNTY, TEXAS, PREVIOUSLY BEING KNOWN AS LOT 2-30 AND LOTS 32-67, BLOCK 2, SENDERO RIDGE SUBDIVISION UNIT 1, RECORDED IN VOLUME 7, PAGES 296-297, PLAT RECORDS, KERR COUNTY, TEXAS.

A FIVE (5') FOOT PUBLIC UTILITY EASEMENT WAS ADDED ALONG THE FRONT OF ALL LOTS AND A FIFTEEN (15') SEWER EASEMENT WAS ADDED IN THE PARK ALONG SENDERO RIDGE DRIVE.

S 45°04'59" E 1106.54'



TXDOT NOTES

- (1) FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
- (2) OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE HIGHWAY RIGHT OF WAY.
- (3) MAXIMUM ACCESS POINTS TO STATE HIGHWAY FROM THIS PROPERTY WILL BE REGULATED AS DIRECTED BY "REGULATIONS FOR ACCESS DRIVEWAYS TO STATE HIGHWAYS". THIS ENTIRE SUBDIVISION SHALL ACQUIRE ALL ACCESS FROM SINGING WINDS. THIS WILL CONTINUE FOR ALL FUTURE PHASES.
- (4) IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT, PRIOR TO CONSTRUCTION WITHIN STATE RIGHT OF WAY. LOCATION OF SIDEWALKS WITHIN STATE RIGHT OF WAY SHALL BE AS DIRECTED BY TXDOT.

NOTE:

"CONCRETE PADS SHALL BE INSTALLED AROUND FIRE HYDRANTS AND WATER VALVES PER CITY OF KERRVILLE SPECIFICATIONS AT TIME OF SIDEWALK CONSTRUCTION ADJACENT TO EACH LOT."

State of Texas §
 §
 County of Kerr §

005586

Original

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants Conditions and Restrictions (this "Declaration") is made on the date hereinafter set forth by **BDA KERRVILLE PROPERTIES, LP**, hereinafter referred to as the "Declarant."

WITNESSETH

WHEREAS, Declarant is the owner of certain real property in Kerr County, Texas, more particularly described on Exhibit A attached hereto; and

WHEREAS, Declarant desires to create an exclusive planned community known as Sendero Ridge Subdivision on the Property and such other land as may be added thereto pursuant to the terms and provisions of this Declaration;

NOW THEREFORE, Declarant, declares that the Property shall be held, sold and conveyed subject to the restrictions, covenants and conditions declared below, which shall be deemed to be covenants running with the land and imposed on and intended to benefit and burden each Lot (as hereinafter defined) and other portions of the Property (as hereinafter defined) in order to maintain within the Property a planned community of high standards. Such covenants shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner (as hereinafter defined) thereof.

ARTICLE 1. DEFINITIONS

- 1.1 "Association" shall mean and refer to the Kerrville Sendero Ridge Homeowners Association, Inc., a Texas nonprofit corporation established for the purposes set forth herein.
- 1.2 "City" shall mean and refer to the city of Kerrville, Kerr County, Texas.
- 1.3 "Common Areas" shall mean and refer to that portion of the Property, if any, including any improvements thereon, conveyed to the Association free and clear of monetary encumbrances (other than taxes and assessments) for the common use and benefit of the Owners.
- 1.4 "Common Maintenance Areas" shall mean and refer to the Common Areas, if any, and any areas within public rights-of-way, easements (public and private) or public parks, and any improvements, or landscaping that the Board of Directors of the Association deems necessary or appropriate to maintain for the common benefit of the members.
- 1.5 "County" shall mean and refer to Kerr County, Texas.

GF 28123

FILED BY: KERR COUNTY
 ABSTRACT & TITLE CO.

Declaration - Page 1

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- 1.6 "Declarant" shall mean and refer to BDA KERRVILLE PROPERTIES, LP, its successors and assigns who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.
- 1.7 "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions, and any amendments and supplements thereto made in accordance with its terms.
- 1.8 "Lot" shall mean and refer to any Lot or plots of land indicated upon a recorded subdivision plat(s) of the Property or any part thereof creating single-family homesites, but only if the lot or plot of land has in place an infrastructure (including utilities and streets) necessary to allow construction of a single-family home.
- 1.9 "Neighborhood" shall mean and refer to any separately designated development area of the properties comprised of various types of housing, initially or by supplement or amendment made subject to the Declaration. If separate Neighborhood status is desired, the Declarant shall designate in a Supplemental Declaration that such property shall constitute a separate Neighborhood. In the absence of specific designation of separate Neighborhood status, all property made subject to the Declaration shall be considered a part of the same Neighborhood.
- 1.10 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.
- 1.11 "Plat" shall mean and refer to any recorded plat(s) of the Property made subject to the Declaration.
- 1.12 "Property" or "Properties" shall mean and refer to the Property together with such portions of the Eligible Property (hereinafter defined) as may from time to time be made subject to this Declaration but shall not include any of the Eligible Property unless and until such Eligible Property is made subject to this declaration.
- 1.13 "Supplemental Declaration" shall mean and refer to (i) any supplemental declaration of supplemental restrictions filed of Declarant, its successors or assigns, imposing restrictions on or with respect to one or more Neighborhoods within the Property, (ii) any supplemental declaration executed and filed of record by Declarant, its successors or assigns, bringing additional property within the scheme of the Declaration under the authority provided in the Declaration, and (iii) any supplemental declaration executed and filed of record by Declarant, its successors or assigns, purporting to do both of the foregoing. References herein (whether specific or general to provisions set forth in all (any) Supplemental Declarations) shall be deemed to relate to the respective Properties covered by the relevant Supplemental Declaration.
- 1.14 "Unit" shall mean and refer to any residential dwelling situated upon any Lot.

ARTICLE 2 KERRVILLE SENDERO RIDGE HOMEOWNERS ASSOCIATION, INC.

- 2.1 **Membership.** The Declarant and every Owner of a Lot, by virtue of ownership of such Lot, shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. There shall be two (2) classes of membership, Class A and Class B, as described in Section 2.7.
- 2.2 **Funding.** Subject to the terms of this Article 2, the Declarant for each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (a) regular assessments or charges, and (b) special assessments for capital improvements to the Common Areas, such assessments to be established and collected as hereinafter provided. Such assessments will remain effective for the full term (and extended term, if applicable) of the covenants contained herein. The regular and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them, in writing.

2.3 **Regular Assessment or Charge.**

- (a) **Regular Assessment Rate.** Subject to the terms of this Article, each Lot is hereby subject to an initial regular assessment charge as provided in this Section 2.3. The regular assessment charge shall be fixed at a uniform rate for all Lots except that a Lot that does not have an Occupied Unit thereon shall be assessed at 1/4 the regular assessment rate. An "Occupied Unit" shall mean a finished Lot with a completed Unit thereon and in which a person(s) occupies such Unit for household purposes. The rate at which each Lot will be assessed, and whether such assessment will be payable monthly, quarterly or annually, will be determined by the Board of Directors of Kerrville Sendero Ridge Homeowners Association, Inc. (the "Board of Directors"), at least 30 days in advance of each assessment period. Said rate may be adjusted as provided by the Board of Directors, subject to the provisions herein and in paragraph (c) below and in the By-laws.
- (b) **Declarant's Subsidy/Full Assessment Obligation.** While Declarant is only required to pay a reduced assessment rate for Lots that do not have an Occupied Unit thereon, Declarant hereby covenants and agrees that if the annual assessment fund revenues are insufficient to pay the operating expenses of the Association, it will provide the funds to make up the deficit; provided, however, Declarant shall only be obligated to pay an amount per lot equal to the difference between the amount assessed for Lots that do not have an Occupied Unit thereon and the amount assessed for such Lot if there were an occupied unit thereon. Declarant shall pay such deficit amount within 30 days of receipt of request for payment

thereof from the Association, provided that if the deficit is the result of the failure or refusal of an Owner or Owners to pay their regular or special maintenance assessments, the Association will diligently pursue (the Declarant may also pursue at its option) all available remedies against such defaulting Owners, including the immediate institution of litigation to recover the unpaid assessments, and will reimburse the Declarant the amounts, if any, so collected. Notwithstanding the foregoing, rather than paying the deficit amount, Declarant will have the option to pay the full assessment for all Lots owned by Declarant (regardless of whether any Unit thereon is an Occupied Unit) and upon such payment at the full assessment Declarant is hereby excused from the payment of any budget deficits. The payment at the full assessment does not relinquish Declarant's right to pay at the reduced rate for subsequent years, if applicable.

- (c) **Increases in Regular Assessments.** From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A member, the regular assessment may be increased each year 10% above the regular assessment for the previous year without a vote of the membership. This increase in the regular assessment does not mean that the Board will or has to increase the assessment the full 10%. The increase in the regular assessment will be cumulative. By way of example, if the original regular assessment is \$200.00, the year immediately following the conveyance of the first Lot to a Class A member, the Board may increase the regular assessment to \$ 220.00 annually. The second year following such conveyance, the regular assessment may increase to \$ 242.00 annually. If the Board chooses to increase the assessment the second year following such conveyance, even though the assessment has not increased the prior year, it may cumulatively increase the assessment to \$ 242.00 without a vote of the members. If the Board does not increase the assessment, the regular assessment applicable for the previous year shall remain in effect until the Board shall fix a new regular assessment. From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A member the regular assessment may only be increased more than 10% above the prior year's maximum by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting called for this purpose. Written notice of such meeting shall be sent to all members not less than 10 days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the assessments resulting from an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (d) **Certificate of Assessment Status.** The Association will, upon written demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether or not the assessment has been paid for the assessment period.

perform the functions of the Board of Directors except as otherwise provided herein.

- 3.4 **Maintenance Contracts.** The Board of Directors, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for the performance of services which the Board of Directors is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board of Directors may deem proper, advisable and in the best interest of the Association.

ARTICLE 4. TITLE TO COMMON AREAS

- 4.1 **Association to Hold.** The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established. Nothing contained herein shall create an obligation on the part of Declarant to establish any Common Areas.
- 4.2 **Liability Insurance.** From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas or the Common Maintenance Area (if desired by the Board of Directors). The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of the members, the Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interests may be determined.
- 4.3 **Condemnation.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event the Board of Directors of the Association determines that the funds cannot be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

ARTICLE 5. ARCHITECTURAL REVIEW

- 5.1 **Architectural Control Committee.** A committee to be known as the Architectural Control Committee (the "ACC") shall be established consisting of not less than three (3) members nor more than five (5) members.
- (a) The members of the ACC shall be appointed, terminated and/or replaced by the Declarant so long as Declarant owns a Lot(s) within the Property. Thereafter the members of the ACC shall be appointed, terminated and/or

replaced by the Board of Directors. The initial members appointed to the ACC are Teo Gomez, Jeff Blatt, and Jesse Lee.

- (b) The purpose of the ACC is to enforce the architectural standards of the community and to approve or disapprove plans for proposed improvements or changes to the Lots.
- (c) The ACC may authorize one or two of its members (rather than all members) to approve or disapprove plans, and to sign letters and other documents on behalf of the ACC, and shall have the authority to delegate its duties or to retain the services of a professional engineer, architect, designer, inspector or other person to assist in the performance of its duties.

5.2 **Scope of Review.** Any building, fence, wall, outbuilding, landscaping, pool, athletic facility or other structure or improvement proposed to be erected, altered, or added upon any portion of the Property must obtain prior written consent of the ACC, provided however, that improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article. Emergency repair of property, done to prevent further damage, can be undertaken without ACC approval.

5.3 **Submission of Plans.** Prior to the initiation of construction upon any Lot, the Owner (excluding Declarant) thereof shall first submit to the ACC a complete set of plans and specifications for the proposed improvements, including site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACC for the performance of its function. In addition, the Owner shall submit the identity of the individual or company intended to perform the work and projected commencement and completion dates.

5.4 **Plan Review.** Upon receipt by the ACC of all of the information required by this Article 5, the ACC shall have thirty (30) days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the ACC: (a) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (b) the improvements will not violate any restrictive covenant or encroach upon any easement or cross-platted building setback lines; (c) the improvements will not result in the reduction of property value, use or enjoyment of any of the Property; (d) the individual or company intended to perform the work is acceptable to the ACC; and (e) the improvements will be substantially completed, including all cleanup, within three (3) months of the date of commencement (9 months for the construction of a complete house). In the event that the ACC fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents required to complete the Owner's submission, and based upon Owner, at Owner's sole responsibility, obtaining receipt from the ACC verifying Owner's submission of its request for plan review, the ACC's approval shall be deemed to have been granted without further action. However, in no case can a variance to the stated requirements of

the Declaration and/or a Supplemental Declaration be granted without the written approval of the ACC.

- 5.5 **Non-conforming Structures.** If there shall be a significant or material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article 5 to the same extent as if erected without prior approval of the ACC. The ACC or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof including attorney costs and court fees.
- 5.6 **Immunity of ACC Members.** No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. So long as there are Class B members, the Declarant shall defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice. Such duty to defend shall terminate at such time as the Class B membership ceases.
- 5.7 **Address for Notice.** Requests for ACC approval or correspondence with the ACC shall be addressed to Sendero Ridge Architectural Control Committee and mailed, faxed or delivered in care of the principal office of BDA Kerrville Properties, LP, 104 Jasper Lane, Kerrville, Texas 78028 in Kerr County, Texas, or such other address as may be designated from time to time by the ACC. No correspondence or request for approval shall be deemed to have been received until actually received by the ACC in form satisfactory to the ACC. It is the responsibility of the entity seeking approval from the ACC to determine and/or verify that the ACC has received a request for review and approval by the ACC.

ARTICLE 6. EASEMENTS

- 6.1 **Utility Easements.** The Declarant hereby reserves the right to grant perpetual, nonexclusive easements for the benefit of Declarant or its designees, upon, across, over, through and under any portion of the Lots for ingress, egress, installation, replacement, repair, maintenance, use and operation of all utility and service lines and service systems, public and private, including, without limitation, cable television, telephone, gas and electric systems. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on or in such easements.
- 6.2 **Declarant's Easement to Correct Drainage.** Declarant hereby reserves for the benefit of Declarant a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of health, safety and appearance and shall be entitled to remove trees or vegetation, without liability for replacement or damages, as may be necessary to provide adequate drainage. Notwithstanding the foregoing, nothing herein shall be interpreted to impose any duty upon Declarant to correct or maintain any drainage within the Property.

- 6.3 **Easement for Unintentional Encroachment.** The Declarant hereby reserves an exclusive easement for the unintentional encroachment by any structure upon the Lots caused by or resulting from, construction, repair, shifting, settlement or movement of any portion of the Property, which exclusive easement shall exist at all times during the continuance of such encroachment as an easement appurtenant to the encroaching Property to the extent of such encroachment.
- 6.4 **Entry Easement.** In the event that the Owner fails to maintain the Lot as required herein, or in the event of emergency, the Declarant shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Declarant shall not be liable for any damage so created unless such damage is caused by the Declarant's willful misconduct or gross negligence.
- 6.5 **Drainage Easements.** Easements for installation and maintenance of utilities, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded Plat. Within these easement areas, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such utilities, or which may hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Declarant is responsible.
- 6.6 **Temporary Completion Easement.** All Lots shall be subject to an easement of ingress and egress for the benefit of the Declarant, its employees, subcontractors, successors and assigns, over and upon the front, side and rear yards of the Property as may be expedient or necessary for the construction, servicing and completion of dwellings and landscaping upon Lots adjacent to the Property, provided that such easement shall terminate twelve (12) months after the date such Lot is conveyed to the Owner by the Declarant.

ARTICLE 7. USE AND OCCUPANCY

All Lots and dwellings except those lots owned by the Declarant which are designated by the Plat(s) as park, drainage, detention pond, greenbelt and/or amenity lots, will be used and occupied for single-family residence purposes only. No Lot or dwelling may be used for commercial, institutional or other non-residential purpose (including residential day care facilities) if (a) the existence or operation of the business activity is apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity does not conform to all zoning requirements for the Property; (c) the business activity involves regular visitation of the Unit by clients, customers, suppliers or other business invitees or door-to-door solicitation of residents in the Property; and (d) the business activity diminishes the residential character of the Property or constitutes a nuisance, or a hazardous or offensive use, or threatens the security or safety of the other residents in the Property, as may be determined in the sole discretion of the ACC. This prohibition will not apply to (i) "garage sales" conducted entirely on an Owner's Lot in accordance with

guidelines (if any) established by the ACC provided that no Owner will conduct more than one (1) garage sale of no more than two (2) days duration during any six (6) month period, or (ii) the use of any Unit by Declarant as a model home or sales office, or (iii) the use of any Lot as a site for a selection center trailer, construction office trailer and/or sales office trailer and/or parking lot by Declarant.

ARTICLE 8. PROPERTY RIGHTS

- 8.1 **Effect of Declaration.** Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this Declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.
- 8.2 **Rezoning Prohibited.** No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Declarant, which may be withheld in Declarant's sole discretion. Declarant may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.
- 8.3 **Further Subdivisions: Resubdivision by the Declarant.** Except in accordance with this Section 8.3, no Lot shall be further subdivided or separated into smaller lots or parcels, and an Owner must obtain the prior written approval of the ACC before conveying or transferring any part of the Property which is less than an entire Lot. Notwithstanding the foregoing, Declarant reserves the right to resubdivide and change the lot lines of any part of the Property owned by Declarant at any time and from time to time. Each Owner hereby makes, constitutes and appoints Declarant, with full power of substitution, as the Owner's lawful attorney-in-fact, with power to execute, acknowledge, file and record with any governmental authority any appropriate documents for the purpose of vacating one or more plats, replatting any portion of the Property owned by Declarant, replatting any portion of the Property without vacating any existing plat, and amending any plat, or any one or more of the above. The foregoing power (i) is coupled with an interest, (ii) is irrevocable, (iii) shall survive the death or dissolution of any Owner, (iv) may be exercised for each Owner individually or by listing all of the Owners and executing any instrument with a single signature as attorney-in-fact for all of them, and (v) shall be binding upon all heirs, successors and assigns of each Owner.
- 8.4 **Drainage Alteration Prohibited.** The surface water drainage contours of each Lot shall conform to the approved grading plan established by the Declarant unless drainage plans are modified by Declarant. No Owner shall fill or alter any drainage swale established by the Declarant, nor shall any Owner install landscaping or other improvements that may damage or interfere with the installation and maintenance of utilities or which may obstruct or divert surface water runoff from the drainage patterns, swales and easements established by the Declarant.

ARTICLE 9. USE RESTRICTIONS

- 9.1 **Neighborhood**. Pursuant to Section 1.9 of above, Declarant may designate separate Neighborhoods. In addition to the foregoing, Declarant may impose additional use restrictions on such Neighborhoods by filing a Supplemental Declaration (described in Section 1.14 above) in the real property records of Kerr County, Texas.
- 9.2 **Nuisances**. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
- 9.3 **Development Activity**. Notwithstanding any other provision herein, Declarant and its successors and assigns, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of single-family dwelling units on the Property.
- 9.4 **Temporary Structures**. No structure of a temporary character, including, without limiting the generality thereof, any trailer, tent, shack, garage, barn, motor home or mobile home or other outbuilding, and no prefabricated or relocated structure shall be used on any Lot at any time as a residence, either temporarily or permanently. This restriction shall not be interpreted to limit the right of Declarant to use trailers or outbuildings as sales offices, selection center offices, construction offices or material storage facilities.
- 9.5 **Signs**. No sign or emblem of any kind may be kept or placed upon any Lot or mounted, painted or attached to any Unit, fence or other improvement upon such Lot so as to be visible from public view or mounted on any vehicle or trailer parked or driven on the Property or in the subdivision or carried by any person or by any other means displayed within the Property or the subdivision except the following:
- (a) **For Sale Signs**. An Owner may erect one (1) sign not exceeding 2' x 3' in area, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.
 - (b) **Declarant's Signs**. Signs or billboards may be erected by the Declarant.
 - (c) **Political Signs**. Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.
 - (d) **Subdivision Identification Signs**. Signs, monumentation, or billboards may be erected by the Declarant to identify the subdivision, with approval from the City, if applicable.

- (e) **School and Business Logos.** Emblems or bumper stickers advertising a resident's school or business mounted upon vehicles parked or driven in the subdivision.

Declarant or its agents will have the right to remove any sign, billboard or other advertising structure that does not comply with the foregoing requirements; and in so doing, will not be subject to any liability in connection with such removal.

9.6 **Vehicles.**

- (a) **Campers, Boats and Recreational Vehicles.** Campers, boats, marine craft, hovercraft, boat trailers, travel trailers, motor homes, camper bodies, golf carts, and other types of recreational vehicles and, non-passenger vehicles, equipment, implements or accessories may be kept on any Lot only if they are fully screened from view by a screening structure or fencing approved by the ACC, and said vehicles and accessories are in an operable condition. The ACC shall have the absolute authority to determine from whether a vehicle and/or accessory is operable and fully screened. Upon an adverse determination by said ACC, the vehicle and/or accessory shall be removed and/or otherwise brought into compliance with this paragraph. No dismantling or assembling of motor vehicles, boats, trailers, recreational vehicles, or other machinery or equipment shall be permitted in any driveway or yard adjacent to a street.
- (b) **Commercial Vehicles.** Commercial vehicle shall not be parked on any street right-of-way or Lot, unless such vehicle is temporarily parked and in use for the loading/unloading, delivery, construction, maintenance or repair of a residence in the immediate vicinity. No trucks or vehicles of any size which transport inflammatory or explosive cargo may be kept on the Property at any time.
- (c) **Motor Vehicles.** No vehicles or similar equipment will be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pick-up trucks, and pick-up trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers. No abandoned, derelict or inoperable vehicles may be stored or located on any Lot.

- 9.7 **Pets, Livestock and Poultry.** No animals, livestock or poultry of any kind will be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets, provided that they are not kept, bred, or maintained for any commercial purpose or for food. It is the purpose of these provisions to restrict the use of the Property so that no person will quarter on the premises cows, horses, bees, hogs, pigs, sheep, goats, ducks, geese, chickens, turkeys, skunks or other animals that may interfere with the quietude, health or safety of the community. No more than 4 animals may be kept on a single Lot. All such animals will be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the ACC. All animals must be properly tagged for identification. No animal will be allowed

to run at large, and all animals will be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects and waste at all times. Such enclosed area will be constructed in accordance with plans approved by the ACC, will be of reasonable design and construction to adequately contain such animals and will be screened so as not to be visible from any other portion of the Property.

- 9.8 **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept only in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris shall be stored, kept, placed or maintained on any Lot where they are not visible from any street. Solely on a day designated for removal of garbage and rubbish such cans, bags, containers, and receptacles may be placed in front of a residence and beside a street for removal but shall be removed from view before the following day. Materials incident to construction of improvements may be stored on Lots during construction by Declarant.
- 9.9 **Air-Conditioning Units.** No air-conditioning apparatus will be installed on the ground in front of a residence nor will any air-conditioning apparatus or evaporative cooler be attached to any front or side wall or any front or side window of a residence.
- 9.10 **Sight Distance at Intersections.** No fence, wall, hedge, tree or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the lines defined by the property lines of the Lot and a line connecting them at points twenty-five (25) feet from the intersection of the property lines, or in the case of a rounded property line, from the intersection of the property lines extended from the point of tangency at the intersection of the curved section of the property line with the straight sections of the property line. The same sight line elevation limitations shall apply on all Lots on either side of a driveway within the triangular areas formed from lines along the edge of the driveway and the street curb line and a line connecting them at points twenty-five (25) feet from their intersection.
- 9.11 **Parking.** No vehicles, trailers, implements or apparatus may be driven or parked on any Lot or on any easement unless such vehicle trailer, implement or apparatus is in use for maintaining such area or easement, provided, however, that this restriction shall not apply to driveways, or streets intended for vehicular use.
- 9.12 **Commercial or Institutional Use.** No Lot, and no building erected or maintained on any Lot shall be used for manufacturing, industrial, business, professional commercial, institutional or other non-residential purposes, except as set forth in Article 7.
- 9.13 **Detached Outbuildings and Attached Patio Covers.** No attached patio covers and/or detached outbuildings, including, but not limited to, detached garages and storage buildings (other than provided herein) shall be erected, placed or constructed upon any Lot without the prior consent of the ACC. Every attached

patio cover and/or outbuilding, inclusive of such structures as a storage building, greenhouse or children's playhouse, shall be compatible with the dwelling to which it is appurtenant in terms of its design and material composition. Exterior paint and roofing materials of such patio covers and/or outbuildings shall be consistent with the existing paint and roofing materials of the dwelling.

- 9.14 **Fences.** All fences and walls shall comply with City requirements. No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback line for the front yard, except for fences erected in conjunction with model homes or sales offices, and/or subdivision entry walls, monumentation and landscaping.
- 9.15 **Landscaping and Exterior Maintenance.** Decorative ground cover rock in the front and side yard may not exceed ten (10) percent of the total area of the front and side yard. Grasses in lawns must be properly maintained and not exceed six (6) inches in height. All landscaping located on any Lot shall be properly maintained at all times by the Lot Owner. Each Lot Owner shall keep all shrubs, trees, grass, and plantings of every kind on his or her Lot cultivated, pruned, free of trash, and other unsightly material. All improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Lot Owner. Declarant and the ACC shall have the right at any reasonable time to enter upon any Lot to replace, maintain, and cultivate shrubs, trees, grass, or other plantings as deemed necessary; and to paint, repair, or otherwise maintain any improvements in need thereof, and to charge the cost thereof to the Lot Owner.
- 9.16 **Antennae, Satellite Dishes and Solar Collectors.** Except with the written permission of the ACC or as provided herein, no Owner may erect or maintain (a) any direct broadcast satellite ("DBS") antenna greater than one meter (39 inches) in diameter, or (b) any multi-channel multipoint distribution service (wireless cable) ("MMDS") antenna greater than one meter (39 inches) in diameter; provided, however, such DBS or MMDS antenna being less than one meter in diameter may be placed in the least conspicuous location on a Lot where an acceptable quality signal can be received as long as such DBS or MMDS antenna is screened from view (for aesthetic reasons) of any street, alley, park, or other public area, unless otherwise approved in writing by the ACC. The installation of any other antennal structure, such as a television broadcast service ("TVBS") antenna, will be mounted in the attic of a residential structure unless written permission is given by the ACC to place such antennal structure in another location. Except with the written permission of the ACC, no solar collector panels may be placed on or around the residential structure.
- 9.17 **Exterior Finish.** The exterior walls of all dwellings, and approved accessory buildings shall be completely finished with wood, stucco, brick, stone, siding, paneling or other material acceptable to the ACC. No unpainted concrete block surfaces shall be visible on any exterior wall.
- 9.18 **Chimneys.** All fireplace flues, smoke stacks and spark arrestors shall be completely enclosed and concealed from public view in finished chimneys of

materials architecturally compatible with the principal finish material of the exterior walls of the dwelling or otherwise approved by the ACC.

- 9.19 **Clothes Hanging Devices.** No clothes hanging devices exterior to a dwelling are to be constructed, placed or maintained on the Lot unless they are constructed, placed and maintained exclusively on a Lot so as to be not visible from any street or the first floor of adjoining Lots.
- 9.20 **Window Treatment.** No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors. Temporary window treatments must be removed within 45 days after Lot Owner first occupies the Unit.
- 9.21 **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No tank for the storage of oil or other fluids may be maintained on any of the Lots above the surface of the ground.
- 9.22 **Mail Boxes.** Mail boxes shall be erected and maintained upon areas determined by the U.S. Postal Service in accordance with the current postal authority standards and the approval of the ACC.
- 9.23 **Athletic and Recreational Facilities.** No outdoor athletic and recreational facilities such as playscapes, swing sets and sport courts of a permanent nature shall be placed on any Lot within the Property or the subdivision between the street right-of-way and the front of a Unit. With respect to such facilities constructed in areas within the Property or in the subdivision other than between the street right-of-way and the front of the Unit, such facilities must be approved by the ACC pursuant to Article 5 herein. Tennis court lighting and fencing shall be allowed only with the approval of the ACC. Basketball goals, both temporary and permanent, may be located adjacent to the driveway and between the front property line and the front of a Unit. Basketball goals may not be placed in street right-of-way or be attached to the front or side of a Unit.
- 9.24 **Security.** The Declarant is not responsible for security of the neighborhood or any Unit and the Owners are exclusively responsible for security for home and property.
- 9.25 **Burning.** Except within fireplaces in the main residential dwelling and except for outdoor cooking, no burning of anything will be permitted anywhere on the Property.
- 9.26 **Utilities.** Except as to special street lighting or other aerial facilities which may be required by the City or by the franchise of any utility company or which may be installed by the Declarant pursuant to its development plan, no aerial utility facilities of any type (except meters, risers, service pedestals, transformers and other surface installations necessary to maintain or operate appropriate underground facilities) will be erected or installed on the Property whether upon individual Lots, easements, streets or rights-of-way of any type, either by the

utility company or any other person or entity, including, but not limited to, any person owning or acquiring any part of the Property, and all utility service facilities (including, but not limited to, water, sewer, gas, cable, electricity and telephone) will be buried underground unless otherwise required by a public utility. No individual water supply system or sewage disposal system shall be permitted on any Lot, including but not limited to water wells, cesspools or septic tanks.

- 9.27 **Exterior Holiday Decorations.** Lights or decorations may be erected on the exterior of Units in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sight-seers. All holiday lights and decorations that are not permanent fixtures of the Unit which are part of the original construction or have been properly approved as permanent improvements by the ACC shall be removed within thirty (30) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 1st of any year. For other holidays, decorations or lights may not be displayed more than three (3) weeks in advance of the holiday. The ACC shall have the right, upon thirty (30) days prior written notice to enter upon any Lot and summarily remove exterior lights or decorations displayed in violation of this provision. The ACC, and the individuals removing the lights and decorations, shall not be liable to the Owner for trespass, conversion or damages of any kind except in the case of intentional misdeeds and gross negligence.
- 9.28 **Construction Activities.** This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction or remodeling of or making of additions to improvements by a Lot Owner (including Declarant) upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the ACC in its sole good faith judgment, the ACC shall have the authority to obtain an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind that is offensive or detrimental to the Property or any portion thereof, then the ACC may contract for or cause such debris to be removed, and the Lot Owner shall be liable for all expenses incurred in connection therewith.
- 9.29 **City and/or County Ordinances.** In all circumstances where an applicable ordinance, rule or regulation of the City and/or County is more restrictive than the Declaration or Supplemental Declaration, the requirements of the City and/or County ordinance, rule or regulation shall apply and be enforced. The ACC may not approve a variance which contradicts an ordinance, rule or regulation of the

City and/or County unless the City and/or County has previously approved the variance.

ARTICLE 10. GENERAL

10.1 Term and Amendments

- (a) The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless seventy-five percent (75%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Declaration upon the expiration of the initial thirty (30) year period or any extension thereof, which termination shall be by written instrument signed by seventy-five percent (75%) of the Owners and properly recorded in Kerr County, Texas.
- (b) This Declaration may be amended during the first thirty (30) year period by an instrument signed by not less than fifty percent (50%) of the Owners and by the Declarant. Any such amendment must be recorded.
- (c) Notwithstanding any provisions herein to the contrary, the Declarant may, at its sole discretion and without consent being required of anyone, modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification, or repeal is in writing and properly recorded in Kerr County, Texas.
- (d) Declarant further reserves:
 - (i) prior to the closing of the sales of all Lots of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify any subdivision plat of the Property, and
 - (ii) the right at any time to amend this Declaration in order to correct scrivener's errors.
- (e) Amendments shall be subject to prior approval by FHA and VA if any Lot within the Property is encumbered by an FHA or VA mortgage loan. If neither FHA nor VA notifies Declarant of objections to the amendment within fifteen (15) days of the date of Declarant's request for approval, such approval shall be deemed to have been granted.

10.2 **Severability**. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

10.3 **Rights and Obligations**. The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed

conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration, whether or not mention thereof is made in said deed.

- 10.4 **Gender.** All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.
- 10.5 **Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.
- 10.6 **Partial Invalidity.** The invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
- 10.7 **Enforcement.** The Association or any Owner will have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges imposed now or in the future by the provisions of this Declaration. Failure of the Association or any Owner to enforce any covenant or restriction of this Declaration will in no event be deemed a waiver of the right to do so in the future.
- 10.8 **Remedies.** In the event of any default by any Owner under the provisions of the Declaration, Bylaws or rules and regulations of the Association, the Association and any Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law but, with reference to any Lots financed by FHA (hereinafter defined) insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of the Owner's respective regular assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of the Owner's additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

- 10.9 **Miscellaneous Provisions.** Any provision of this Declaration or of the Articles of Incorporation and Bylaws to the contrary notwithstanding, the following provision shall control:
- 10.10 **FHA/VA Approval.** If there exists a Class B membership, the following actions will require approval of the Federal Housing Administration and the Veterans Administration, as applicable: (1) mortgaging or conveyance of Common Areas, (2) annexation of additional properties into the Association, (3) amendment of this Declaration or the Articles of Incorporation or By-laws of the Association except Section 10.1d(ii), and (4) dissolution of the Association.

ARTICLE 11. ANNEXATION

- 11.1 **Annexation by Declarant.** At any time during the initial term of this Declaration, the Declarant may, at its sole option, annex additional property into the Association to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant, provided that such annexation will be governed by the following rules:
- (a) **Eligible Property.** All contiguous property now owned or hereafter acquired by Declarant.
 - (b) **Consent or Joinder Not Required.** No consent or joinder of any Class A member or other party except the record owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Section.
 - (c) **Declaration of Annexation.** Annexation shall be evidenced by a written Declaration of Annexation executed by Declarant setting forth the legal description of the property being annexed and the restrictive covenants to be applied to such annexed property.
 - (d) **FHA/VA Approval.** Declarant shall submit a written request for approval of any annexation under this Section to the Federal Housing Administration ("FHA") and the Veterans Administration ("VA") accompanied by a copy of the Declaration of Annexation. If neither FHA nor VA notifies Declarant of objections to the annexation within fifteen (15) days of the date of Declarant's request for approval, such approval shall be deemed to have been granted.
- 11.2 **Annexation by Action of Members.** At any time the Board of Directors may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same

extent as if originally included herein. No such annexation shall be effective unless approved in writing by members entitled to cast two-thirds (2/3) of the votes in each class of membership, and by FHA and VA as set forth in Subsection 11.1(d) above. Any property that is contiguous to existing property subject to this Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation as set forth in Subsection 11.1(c) above executed by the parties herein described.

- 11.3 **No Duty to Annex** Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association and no owner of property excluded from the Association shall have any right to have such property annexed thereto.
- 11.4 **Effect of Annexation on Class B Membership** In determining the number of Lots owned by Declarant for purposes of Class B Membership status according to Section 2.7, the total number of Lots covered by the Association including all Lots annexed thereto shall be considered. If Class B Membership has previously lapsed but annexation of additional property restores the ratio of Lots owned by Declarant to the number required for Class B Membership, such Class B Membership shall be reinstated until it expires pursuant to the terms of Section 2.7.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on its behalf, as of the day and year written below.

14 day, ~~8~~ June 2007.

DECLARANT

BDA KERRVILLE PROPERTIES, LP,
a Texas limited partnership

By: **BDA KERRVILLE MANAGEMENT, LLC**
A Texas limited liability company, its general partner

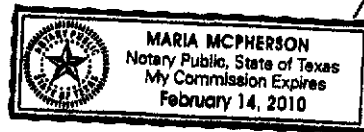
By: _____

Jeffrey T. Blatt, Manager

STATE OF TEXAS §
§
COUNTY OF KERR §

The foregoing instrument was acknowledged before me the 14 day of ~~February~~ June 2007, by Jeffrey T. Blatt, Manager of BDA KERRVILLE MANAGEMENT, LLC, a Texas limited liability company, acting as general partner of BDA KERRVILLE PROPERTIES, LP, a Texas limited partnership, on behalf of said limited liability company and partnership.

[seal]



Maria McPherson
Notary Public, State of Texas

FILED BY AND RETURN TO:

KERR COUNTY ABSTRACT & TITLE CO.
712 Earl Garrett Street
Kerrville, Texas 78028

FILED FOR RECORD
at...8:12...o'clock.....A.....M

JUN 22 2007

JANNETT PIEPER
Clerk County Court, Kerr County, Texas
Chela Thompson Deputy

EXHIBIT "A"
PROPERTY SUBJECT TO DECLARATION

attach field notes

LEGAL DESCRIPTION OF PROPERTY

8.586 ACRE TRACT OF LAND,
KNOWN AS TRACT I

THIS CERTAIN 8.586 ACRE TRACT OF LAND, BEING KNOWN AS LOTS 1, 2 AND 3, BLOCK 1, IN SENDERO RIDGE SUBDIVISION UNIT 1A, AS RECORDED IN VOLUME 7, PAGE 99 OF THE DEED AND PLAT RECORDS OF KERR COUNTY, TEXAS, SAVE AND EXCEPT A 0.1928 ACRE TRACT AS DEDICATED FOR ROAD WAY, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A 1/4 INCH IRON FOUND, BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK 1, SENDERO RANCH SUBDIVISION, AS THE POINT OF BEGINNING:

THENCE: ALONG THE SOUTH LINE OF LOTS 1, 2, AND 3 OF THE SENDERO RIDGE SUBDIVISION AS FOLLOWS:

1. NORTH 45 DEGREES 06 MINUTES 57 SECONDS WEST, A DISTANCE OF 531.11 FEET TO A 1/4 INCH IRON ROD FOUND;
2. SOUTH 44 DEGREES 33 MINUTES 17 SECONDS WEST, A DISTANCE OF 80.31 FEET TO A 1/4 INCH IRON ROD SET;
3. NORTH 45 DEGREES 40 MINUTES 00 SECONDS WEST, A DISTANCE OF 796.23 FEET TO A 1/4 INCH IRON ROD SET, BEING AN ANGLE POINT;
4. NORTH 27 DEGREES 43 MINUTES 39 SECONDS WEST, A DISTANCE OF 248.98 FEET TO A 1/4 INCH IRON ROD FOUND, BEING THE SOUTHWEST CORNER OF LOT 1;

THENCE: ALONG THE WEST LINE OF LOT 1, WEST LINE OF THIS 8.586 ACRE TRACT OF LAND AS FOLLOWS:

1. NORTH 44 DEGREES 40 MINUTES 21 SECONDS EAST, A DISTANCE OF 188.94 FEET TO A 1/4 INCH IRON ROD SET, BEING THE POINT OF CURVE;
2. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, WITH AN ARC DISTANCE OF 49.72 FEET, WITH A CENTRAL ANGLE OF 81 DEGREES 23 MINUTES 05 SECONDS, WITH A CHORD BEARING OF NORTH 68 DEGREES 32 MINUTES 33 SECONDS WEST, 45.64 FEET TO A 1/4 INCH IRON ROD SET, BEING THE POINT OF TANGENCY;
3. SOUTH 27 DEGREES 51 MINUTES 00 SECONDS EAST, ALONG THE SOUTH LINE OF SINGING WINDS DRIVE, A DISTANCE OF 187.52 FEET TO A 1/4 INCH IRON ROD SET, BEING THE POINT OF CURVE.
4. WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, WITH AN ARC DISTANCE OF 117.64 FEET, WITH A CENTRAL ANGLE OF 15 DEGREES 40 MINUTES 32 SECONDS EAST, WITH A CHORD BEARING OF SOUTH 37 DEGREES 49 MINUTES 44 SECONDS EAST, 117.28 FEET TO A 1/4 INCH IRON ROD SET, BEING THE POINT OF TANGENCY;

5. SOUTH 45 DEGREES 40 MINUTES 00 SECONDS EAST, A DISTANCE OF 631.23 FEET TO A 1/4 INCH IRON ROD SET, BEING A POINT ON CURVE;
6. WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, WITH AN ARC DISTANCE OF 363.50 FEET, WITH A CENTRAL ANGLE OF 48 DEGREES 26 MINUTES 04 SECONDS, WITH A CHORD BEARING OF SOUTH 69 DEGREES 53 MINUTES 02 SECONDS EAST, 352.77 FEET TO A 1/4 INCH IRON ROD SET, BEING AN ANGLE POINT TANGENCY;
7. NORTH 85 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 187.80 FEET TO A CONCRETE MONUMENT, BEING AN ANGLE POINT;
8. SOUTH 04 DEGREES 06 MINUTES 43 SECONDS EAST, A DISTANCE OF 5.00 FEET TO A 1/4 INCH IRON ROD SET, BEING AN ANGLE POINT;
9. NORTH 85 DEGREES 53 MINUTES 56 SECONDS EAST, A DISTANCE OF 125.00 FEET TO A 1/4 INCH IRON ROD SET, IN THE SOUTHWEST RIGHT OF WAY LINE OF STATE HIGHWAY LOOP NO. 534, BEING THE NORTHEAST CORNER OF THIS TRACT;

THENCE: SOUTH 04 DEGREES 06 MINUTES 43 SECONDS EAST, ALONG THE SOUTHWEST RIGHT OF WAY LINE OF STATE HIGHWAY LOOP NO. 534, A DISTANCE OF 92.86 FEET TO A 1/4 INCH IRON ROD FOUND, BEING THE ANGLE POINT IN THE SOUTHEAST LINE OF LOT 1;

THENCE: SOUTH 45 DEGREES 14 MINUTES 23 SECONDS WEST, DEPARTING THE WEST RIGHT OF WAY LINE OF STATE HIGHWAY LOOP NO. 534, A DISTANCE OF 448.67 FEET TO A 1/4 INCH IRON ROD BEING THE POINT OF BEGINNING AND CONTAINING 8.586 ACRES (374,015 SQ. FT.) OF LAND.

51.851 ACRE TRACT OF LAND,
KNOWN AS TRACT II

THIS CERTAIN 51.851 ACRE TRACT OF LAND, TO BE KNOWN AS TRACT II, COMPRISING OF A 40 ACRE TRACT, OUT OF THE SAMUEL WALLACE SURVEY NUMBER 113, ABSTRACT NUMBER 347, KERR COUNTY, TEXAS, AS RECORDED IN VOLUME 441, PAGE 669 OF THE DEED RECORDS OF KERR COUNTY, TEXAS AND ALSO LOT 1, BLOCK 2, IN SENDERO RIDGE SUBDIVISION UNIT 1A, AS RECORDED IN VOLUME 7, PAGE 99 OF THE DEED AND PLAT RECORDS OF KERR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/4 INCH IRON FOUND, BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK 1, SENDERO RANCH SUBDIVISION, AS THE POINT OF REFERENCE:

THENCE: ALONG THE SOUTH LINE OF LOT 3 OF THE SENDERO RIDGE SUBDIVISION AS FOLLOWS:

1. NORTH 45 DEGREES 14 MINUTES 23 SECONDS EAST, A DISTANCE OF 448.67 FEET TO A 1/4 INCH IRON ROD FOUND IN THE SOUTHWEST RIGHT OF WAY LINE OF STATE HIGHWAY LOOP NO. 534;
2. NORTH 04 DEGREES 06 MINUTES 43 SECONDS WEST, A DISTANCE OF 92.86 FEET TO A 1/4 INCH IRON ROD SET, BEING THE NORTHEAST CORNER OF LOT 3;
3. NORTH 04 DEGREES 00 MINUTES 19 SECONDS WEST, A DISTANCE OF 69.66 FEET TO A 1/4 INCH IRON ROD SET, BEING THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS 51.851 ACRE TRACT;

THENCE: ALONG THE NORTH RIGHT OF WAY LINE OF SINGING WINDS DRIVE, BEING THE SOUTH LINE OF THIS 51.851 ACRE TRACT AS FOLLOWS;

1. SOUTH 85 DEGREES 59 MINUTES 18 SECONDS WEST, DEPARTING THE SOUTHWEST RIGHT OF WAY LINE OF STATE HIGHWAY LOOP NO. 534, A DISTANCE OF 125.12 FEET TO A 1/4 INCH IRON ROD SET, BEING AN ANGLE POINT;
2. SOUTH 06 DEGREES 41 MINUTES 33 SECONDS EAST, A DISTANCE OF 5.15 FEET TO A CONCRETE MONUMENT, BEING AN ANGLE POINT;
3. SOUTH 85 DEGREES 59 MINUTES 18 SECONDS WEST, A DISTANCE OF 188.03 FEET TO A 1/4 INCH IRON ROD SET, BEING THE POINT OF CURVE;
4. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00 FEET, WITH AN ARC DISTANCE OF 312.78 FEET, WITH A CENTRAL ANGLE OF 48 DEGREES 26 MINUTES 04 SECONDS, WITH A CHORD BEARING OF SOUTH 69 DEGREES 53 MINUTES 02 SECONDS EAST, 303.55 FEET TO A 1/4 INCH IRON ROD SET, BEING THE POINT OF TANGENCY;

5. NORTH 45 DEGREES 41 MINUTES 00 SECONDS WEST, A DISTANCE OF 631.23 FEET TO A 1/4 INCH IRON SET TO THE POINT OF CURVE;
6. WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 370.00 FEET, WITH AN ARC DISTANCE OF 100.15 FEET, WITH A CENTRAL ANGLE OF 15 DEGREES 30 MINUTES 30 SECONDS, WITH A CHORD BEARING OF SOUTH 37 DEGREES 54 MINUTES 44 SECONDS EAST, 99.84 FEET TO A 1/4 INCH IRON ROD SET, BEING THE POINT OF TANGENCY;
7. NORTH 27 DEGREES 51 MINUTES 00 SECONDS WEST, A DISTANCE OF 470.18 FEET TO A 1/4 INCH IRON ROD SET, BEING THE SOUTHWEST CORNER OF THIS 51.851 ACRE TRACT;

THENCE: NORTH 44 DEGREES 56 MINUTES 36 SECONDS EAST, ALONG THE WEST LINE OF THIS 51.851 ACRE TRACT, A DISTANCE OF 1971.92 FEET TO A 1/4 INCH IRON ROD FOUND, BEING THE NORTHWEST CORNER OF THIS 51.851 ACRE TRACT;

THENCE: SOUTH 46 DEGREES 21 MINUTES 44 SECONDS EAST, A DISTANCE OF 705.38 FEET TO A 1/4 INCH IRON ROD FOUND IN THE SOUTHWEST RIGHT OF WAY OF STATE HIGHWAY LOOP NO. 534, BEING THE NORTHEAST CORNER OF THIS TRACT;

THENCE: ALONG THE SOUTHWEST RIGHT OF WAY LINE OF STATE HIGHWAY LOOP NO. 534, BEING THE NORTHEAST LINE OF THIS 51.851 ACRES TRACT AS FOLLOWS;

1. SOUTH 46 DEGREES 37 MINUTES 05 SECONDS WEST, A DISTANCE OF 152.53 FEET TO A FOUND CONCRETE MONUMENT, BEING AN ANGLE POINT;
2. SOUTH 43 DEGREES 35 MINUTES 07 SECONDS WEST, A DISTANCE OF 274.59 FEET TO A FOUND CONCRETE MONUMENT, BEING AN ANGLE POINT;
3. SOUTH 30 DEGREES 09 MINUTES 24 SECONDS WEST, A DISTANCE OF 324.00 FEET TO A FOUND CONCRETE MONUMENT, BEING AN ANGLE POINT;
4. SOUTH 11 DEGREES 44 MINUTES 32 SECONDS WEST, A DISTANCE OF 429.61 FEET TO A FOUND CONCRETE MONUMENT, BEING AN ANGLE POINT;
5. SOUTH 00 DEGREES 26 MINUTES 25 SECONDS WEST, A DISTANCE OF 63.46 FEET TO A FOUND CONCRETE MONUMENT, BEING AN ANGLE POINT;
6. SOUTH 00 DEGREES 01 MINUTES 13 SECONDS EAST, A DISTANCE OF 141.32 FEET TO A FOUND CONCRETE MONUMENT, BEING AN ANGLE POINT;
7. SOUTH 04 DEGREES 27 MINUTES 11 SECONDS WEST, A DISTANCE OF 372.86 FEET TO A 1/4 INCH IRON ROD FOUND BEING AN ANGLE POINT;
8. SOUTH 04 DEGREES 26 MINUTES 58 SECONDS WEST, A DISTANCE OF 55.01 FEET TO A FOUND CONCRETE MONUMENT, BEING AN ANGLE POINT;
9. SOUTH 04 DEGREES 04 MINUTES 17 SECONDS WEST, A DISTANCE OF 64.87 FEET TO A 1/4 INCH IRON ROD FOUND BEING AN ANGLE POINT;
10. SOUTH 04 DEGREES 32 MINUTES 51 SECONDS WEST, A DISTANCE OF 10.87 FEET TO A 1/4 INCH IRON ROD FOUND BEING AN ANGLE POINT;
11. SOUTH 04 DEGREES 09 MINUTES 33 SECONDS EAST, A DISTANCE OF 211.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 51.851 ACRES (2,258,647 SQ. FT.) OF LAND.

II. EXCEPTIONS

- a. Easements to Texas Power & Light Company, dated June 29, 1927, recorded in Volume 47, Page 447, Deed Records of Kerr County, Texas.
- b. Easement to City of Kerrville, dated March 6, 1930, recorded in Volume 51, Page 375, Deed Records of Kerr County, Texas.
- c. Easement to Texas Power & Light Company, dated May 11, 1936, recorded in Volume 59, Page 350, Deed Records of Kerr County, Texas.
- d. Easement to Lone Star Gas Company, dated August 1, 1950, recorded in Volume 1, Page 400, Easement Records of Kerr County, Texas.
- e. All matters as per Plat of Sendero Ridge Subdivision Unit 1A, recorded in Volume 7, Page 99, Plat Records of Kerr County, Texas.
- f. Underground Installation Contract to Kerrville Public Utility Board dated October 22, 1999, recorded in Volume 1141, Page 659, Real Property Records of Kerr County, Texas.

Provisions herein which restrict the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law.
 THE STATE OF TEXAS }
 COUNTY OF KERR }
 I hereby certify that this instrument was FILED in the File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Kerr County, Texas on

JUN 25 2007



Janet L. Lister
 COUNTY CLERK, KERR COUNTY, TEXAS

RECORDER'S NOTE

AT TIME OF RECORDATION INSTRUMENT FOUND
 TO BE INADEQUATE FOR BEST PHOTOGRAPHIC
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14-00247

State of Texas §
 §
County of Kerr §

**2014 AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR THE
SENDERO RIDGE SUBDIVISION**

This 2014 Amendment to the Declaration of Covenants, Conditions, and Restrictions for the Sendero Ridge Subdivision (this "Amendment") is executed to be effective as of January 1, 2014 by BDA Kerrville Properties, LP ("Declarant") and BMC Homes, LLC ("BMC").

Recitals

1. Declarant previously executed and recorded a Declaration of Covenants Conditions and Restrictions (the "Declaration") for the Sendero Ridge Subdivision (the "Subdivision"), dated June 14, 2007, and recorded in Volume 1612, Page 738 of the Official Public Records of Kerr County, Texas.
2. Terms used herein which are defined in the Declaration and not otherwise defined herein shall be given the same meanings herein as are ascribed to them in the Declaration.
3. The Declaration described the Property subject to the Declaration as consisting of 2 tracts of land. The first tract ("Tract I" therein) is described as an 8.586 acre tract of land known as Lots 1, 2, and 3, Block 1, Sendero Ridge Subdivision Unit 1A, as shown on the plat recorded in Volume 7, Page 99 of the Deed and Plat Records of Kerr County Texas, save and except a 0.1928 acre tract dedicated as a roadway, said 0.1928 acre tract being more particularly described by metes and bounds in the Declaration.
4. The second tract ("Tract II" therein) is described as a 51.851 acre tract of land which is comprised of a 40 acre tract out of the Samuel Lawless Survey No. 113, Abstract No. 347, Kerr County, Texas, as recorded in Volume 1141, Page 669 of the Deed Records of Kerr County, Texas, together with Lot 1, Block 2 Sendero Ridge Subdivision Unit 1A, as recorded in Volume 7, Page 99 of the Deed and Plat Records of Kerr County Texas, said Tract II being more clearly described by metes and bounds in the Declaration.
5. Subsequent to the recordation of the Declaration, Declarant replatted Block 2, Sendero Ridge Subdivision Unit 1, as a residential subdivision containing 61 single family residential lots (collectively, the "Block 2 Residential Lots") pursuant to the plat recorded in Volume 7, Page 297, Plat Records of Kerr County, Texas, and later amended that plat in Volume 7, Page 353, Plat Records of Kerr County, Texas.
6. Lots 1, 2, and 3, Block 1, Sendero Ridge Subdivision Unit 1A, and Lot 1, Block 2 Sendero Ridge Subdivision Unit 1A were platted as commercial lots, not as single family

FILED BY AND RETURN TO:
6/15/14 5:30 PM
KERR COUNTY ABSTRACT & TITLE CO.
712 East Garret Street
Kerrville, Texas 78028

2014 Amendment - Page 1

residential lots. Additionally, the balance of Tract II which has yet to be platted may or may not be platted for single family residential purposes.

7. Lots 1, 2, and 3, Block 1, Sendero Ridge Subdivision Unit 1A; and Tract II, save and except the Block 2 Residential Lots, are hereafter collectively referred to as the "Commercial Tracts."

8. Section 1.8 of the Declaration defines the term "Lot" as:

"Lot" shall mean and refer to any Lots and any of the plots of land indicated upon a recorded subdivision plat(s) of the Property or any part thereof creating single-family homesites, but only if the plot of land has in place an infrastructure (including utilities and streets) necessary to allow construction of a single-family home.

9. It was Declarant's intent in filing the Declaration that the covenants, conditions, and restrictions contained in the Declaration would only be applicable to the Residential Lots, and to any future single-family residential lots that might be platted and installed on the Property. However, since the description of the Property also includes the Commercial Tracts, Declarant has decided to adopt this Amendment in order to confirm that the single family residential restrictions contained in the Declaration apply only to the Block 2 Residential Lots and not to the Commercial Tracts.

10. The Declaration provides that it can be amended by an instrument signed by not less than fifty percent (50%) of the Owners and by the Declarant. As of the date hereof, Declarant is, the Owner of 28 of the Block 2 Residential Lots and BMC is the Owner of 3 of the Block 2 Residential Lots.

11. As of the date hereof, Declarant and BMC own 31 out of 61 of the Block 2 Residential Lots, which is 50.81% of those Lots, and so is entitled to adopt this Amendment.

Amendments

From and after the date hereof, the Declaration is amended such that:

1. The Commercial Tracts, as presently platted, or as they may be platted in the future, shall not be considered "Lots" as that term is defined in the Declaration, unless and until the plat creating such lot or lots expressly provides for the construction of a single-family residence thereon and the supporting infrastructure for such lot or lots is installed.

2. Unless and until they become Lots, the following provisions shall be applicable to the Commercial Tracts:

a. The owners the Commercial Tracts shall not be entitled to Membership in the Association by virtue of their ownership thereof and shall not be subject to Assessment by the Association by virtue of such ownership.

2014 Amendment - Page 2

- b. Future development on the Commercial Tracts shall not be subject to review by the Architectural Control Committee.
- c. The Commercial Tracts shall not be subject to the use and occupancy restrictions contained in Article 7 of the Declaration.
- d. The Commercial Tracts shall not be subject to the zoning restrictions contained in Section 8.2 of the Declaration.
- e. The Commercial Tracts shall not be subject to the subdivision/resubdivision restrictions contained in Section 8.3 of the Declaration.
- f. The Commercial Tracts shall not be subject to the use restrictions contained in Article 9 of the Declaration.

Except as expressly amended by this Amendment, the provisions of the Declaration are hereby ratified and confirmed in all respects and for all purposes.

Executed to be effective as of the Effective Date.

Declarant:

BDA Kerrville Properties, LP,
a Texas limited partnership

By: BDA Kerrville Management, LLC
A Texas limited liability company, its general partner

By: 
Jeffrey T. Blatt, Manager

BMC:

BMC Homes, LLC

By: _____
Kenny Erwin, Manager

2014 Amendment - Page 3

Acknowledgements

STATE OF TEXAS §

COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me on January 14, 2014, by Jeffrey T. Blatt, Manager of BDA Kerrville Management, LLC, a Texas limited liability company, acting as general partner of BDA Kerrville Properties, LP, a Texas limited partnership, on behalf of said limited liability company and partnership.



Brian Weber
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on January ____, 2014, by Kenny Erwin, Manager of BMC Homes, LLC, a Texas limited liability company, on behalf of said limited liability company.

[seal]

Notary Public, State of Texas

Signature page for 2014 Amendment to the Declaration of Covenants, Conditions,
and Restrictions for the Sendero Ridge Subdivision

BMC:

BMC Homes, LLC

By: 

Kenny Erwin, Manager

STATE OF TEXAS


COUNTY OF Harris

This instrument was acknowledged before me on January 14, 2014, by Kenny Erwin,
Manager of BMC Homes, LLC, a Texas limited liability company, on behalf of said
limited liability company.




Notary Public, State of Texas

FILED AND RECORDED
At 2:57 o'clock P
STATE OF TEXAS
COUNTY OF KERR
JAN 15 2014


I hereby certify that this instrument was filed in the Real Estate
Records of the County of Kerr, Texas, on the 15th day of January, 2014,
at 2:57 o'clock P.M. and was duly recorded in the Official Records of Kerr County, Texas.

Notary Public, State of Texas, Deputy

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