

**"Sendera Ridge, On the Colorado"**  
**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS**  
**AND RESTRICTIONS**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF LLANO

THIS DECLARATION is made on July 30, 1999 by Sendera Ridge, Ltd., a Texas Limited Partnership, hereinafter referred to as the "Declarant";

WHEREAS, the Declarant is the owner of all of that certain real property located in Llano County, Texas, known as "the Property", hereinafter described on Exhibit A attached hereto and incorporated herein by reference; and,

WHEREAS, Declarant may at any time and from time to time hereafter commit, cause or permit to be committed to this Declaration, certain portions or all of the Property or other properties as Declarant may elect in the exercise of its sole discretion; and,

WHEREAS in the event Declarant elects to commit, cause or permit any such land to be committed to this Declaration, Declarant shall file, cause or permit to be filed of record in the county records in which the applicable land is situated, one or more plats meeting the requirements set forth in this Declaration; and,

WHEREAS, this Declaration shall cover and be applicable only to such land which Declarant shall commit, cause or permit to be committed to this Declaration by the filing of a plat or plats meeting the requirements of this Declaration; and,

WHEREAS, Declarant wishes to encumber the Property by the covenants, conditions, easements and restrictions to ensure the best and highest use and most appropriate development of the Property; to protect the subdivision property Owners against improper use of surrounding property owners; to preserve so far as practical, the natural beauty of the Property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable material; to encourage and secure the erection of attractive improvements on each Lot or Tract with appropriate locations to prevent haphazard and inharmonious improvements of Lots or Tracts; to secure and maintain proper set backs from the streets and adequate free space; and in general to protect the natural environment and to provide for development of the highest quality to enhance the value of investments made by property Owners;

NOW THEREFORE, Declarant has and does hereby establish as a general plan ("Plan") for the subdivision ("Subdivision") known as "Sendera Ridge, On The Colorado" the following conditions and restrictions for the protection, maintenance, development and improvement of all the Property described in and covered by any plat or plats which Declarant may at any time and from time to time hereafter file for record in the county records where any such property may be situated which Declarant commits, causes or permits to be committed to this Declaration. Declarant hereby declares that the Property and any Lot or Tract subdivided therefrom shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions ("Restrictions") which shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property, and any part thereof or any Lot or Tract subdivided therefrom and their heirs, executors, administrators, successors or assigns, and the Restrictions shall constitute a mutual covenant and equitable servitude burdening each part of said Subdivision and shall insure to the benefit of each Owner of the Property, and/or any part thereof or any Lot or Tract subdivided therefrom; and that each contract, or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following Restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

## **ARTICLE I DEFINITIONS**

Unless the content otherwise specifies or requires, the following words when used herein shall mean the following:

**Association** shall mean the Sendera Ridge, On the Colorado Joint Venture Property Owners Association to be formed as hereinafter provided.

**Architectural Control Committee** may sometimes be referred to herein as ACC and shall refer to the ACC initially appointed by Declarant and at a later date elected by the members as hereinafter provided to review and approve plans for the construction of improvements upon the Property.

**Declarant** shall mean Sendera Ridge, Ltd., a Texas Limited Partnership, its duly authorized representatives, their successors and assigns.

**Declarations** shall mean this instrument as it may be amended from time to time.

**Dwelling** shall mean a single family residential structure.

**Improvements** shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, outbuilding, boat docks and boat houses, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, stables and barns, fences, screening walls, retaining walls, stairs, decks landscaping, poles, signs, exterior air conditions, water softener fixtures or equipment, and poles, pump wells, tanks, reservoirs,

pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television or other utilities.

**Lots** shall mean any portion of the Property subject to this Declaration that is subdivided by a plat, designated on the plat as a "Lot", and which is duly recorded in the Plat Records of Llano County, Texas.

**Tracts** shall mean a 1.0 acre or more portion of any of the Property subject to this Declaration that is subdivided by a plat, designated on the plat as a "Tract", and which is duly recorded in the plat records of Llano County, Texas.

**Member** shall mean every person or entity who holds membership in the Association.

**Owner** shall mean the record owner of fee simple title to the Property, any part thereof or any Lot or Tract or any portion of a Lot or Tract, whether one or more persons or entities, excluding those having such interest merely as security for the performance of an obligation. A purchaser at a foreclosure sale or trustee's sale shall be deemed an owner.

**Property** shall mean that certain real estate herein described, or any other property made subject to this Declaration by the Declarant or its successors and assigns.

**Structure** shall mean all buildings, installations, fixtures, fences, boat houses and improvements of every kind or character constructed, erected, or placed on the Property.

**Subdivision** shall mean Sendera Ridge, On the Colorado, created or to be created according to the plat or plats thereof recorded or to be recorded in the map or plat records of Llano County, Texas.

## **ARTICLE II GENERAL RESTRICTIONS**

**Section 1. Designation of Use.** All Lots and Tracts shall be used for single family residential purposes only with one main dwelling unit per Lot or Tract. No trade, profession, business or commercial purpose of any kind shall be carried on within or on any of said Lots or Tracts. Single family residential purposes as used herein excludes garage apartments or duplex construction. Exceptions will be reviewed and approved in writing by the ACC.

### **Section 2.**

**A. Division of Lots.** No Lot shall be resubdivided into smaller lots by any Owner. This restriction shall not prevent a correction deed or other documents to resolve boundary disputes. In the event of multiple contiguous Lot ownership, the owner(s) may apply for a replat of the Lots as one Lot.

**B. Division of Tracts.** No Tract shall be resubdivided into smaller tracts by any Owner. This restriction shall not prevent a correction deed or other documents to resolve boundary disputes. In the event of multiple contiguous Tract ownership, the owner(s) may apply for

replat as one Tract.

**Section 3. Construction on Two or More Lots.** In the event an owner desires to construct on two or more Lots owned by such party, the ACC shall consider the set back and easement on the outer Lot boundaries of the combined Lots.

**Section 4. Size and Construction of Dwellings and Garages.**

a) All dwellings shall be recognized standard construction, built in a good and workman like manner with seventy-five percent (75%) exterior first floor walls composed of stone, brick or stucco.

b) A dwelling shall contain not less than one thousand seven hundred (1700) square feet of air conditioned and heated living area exclusive of porches, breezeways, garages, balconies, terraces, accessory buildings, and the like. The first story must be a minimum of 1200 square feet.

c) All dwellings must have at least one (1) fully enclosed two-car garage as a storage area for vehicles. The outer walls of the garage or other permitted accessory buildings, whether detached or attached to the main residence shall be of the same materials, finishes, and colors as the outer walls of the main dwelling.

d) No structure or improvement shall be constructed that exceeds twenty-six (26) feet in height as measured from the highest natural grade of the Lot or Tract to the highest point of the structure without prior written approval by the ACC.

**Section 5. Foundations.** All footings, piers and foundations of a dwelling unit on any Lot or Tract shall be of concrete construction.

**Section 6. Metal Storage Buildings and Other Structures.** No metal storage building, barn, or any other similar structure including prefabricated storage buildings shall be permitted upon any Lot or Tract.

**Section 7. Exposed Slab and Foundation Screening.** Not more than thirty (30") inches of vertical surface of concrete slab of any structure shall be exposed to view from any public street or adjacent Lot or Tract. Any slab in excess of thirty (30") inches in height above finished grade shall have at least that excess in height covered with the masonry used in constructing the structure. Any structure with a pier and beam foundation shall have all mechanical, electrical, plumbing lines and fixtures located thereunder screened from view from any public street and from adjacent properties. The ACC, in its sole discretion, will determine the adequacy of any screening technique employed. Such screening technique must be approved in writing by the ACC prior to construction of the structure. No stilt house construction is allowed.

**Section 8. Roofs.** Roofs of dwellings shall be constructed only with approved twenty-five year or better composition shingles, approved tile, approved metal or other approved material. No wood shake or wood shingle is allowed. All such material must be fire resistant or fire proof. In approving roof material, the ACC shall consider the color and type of finish.

**Section 9. Temporary Structures.** No structure of a temporary character, including but not limited to tent, shack, garage, barn, or other outbuilding, or trailer, mobile home, house trailer, recreational vehicle, truck camper or similar facility shall be used on any Lot or Tract at any time as a residence or storage facility, either temporarily or permanently.

**Section 10. Solar Panels and Collection.** All solar panels or other solar collection devices must be constructed as an integral part of the architectural design of any structure and the design and installation thereof is subject to the approval of the ACC. The ACC may further approve solar panels or other solar collection devices to be added to any structure if they are totally screened from the view of any and all streets and adjacent properties in the subdivision or if the solar panels or other solar collection devices are incorporated into the architectural design of the structure.

**Section 11. Building Location and Limitations.** No building or structure located on any Lot or Tract shall be nearer than fifty (50') feet to the front Lot or Tract line (front Lot or Tract line meaning the street side), or five (5') feet to any side Lot or Tract line which adjoins other property. A total distance of fifteen (15') feet from both side Lot or Tract lines of the main residence, additions thereto or other buildings and structure must be provided. In no event shall a building be located in or on any easement, described on the plat of the subject property, described in this Declaration or recorded in the Llano County Real Property Records. Boat houses may only be constructed in conjunction with or after the construction of a residence on a waterfront Lot. Setback lines from the waterfront are to be determined by the ACC.

**Section 12. Completion.** Any dwelling, other structure, fences or other improvement commenced on the subject property shall be completed with due diligence and in all events shall be completed as to its exterior within six months from the commencement of construction. No building material of any kind shall be placed or stored on the Lot or Tract until the owner is ready to commence construction. Construction must be completed within one year from the commencement of construction. Extensions past one year can be granted by the ACC at it's sole discretion.

**Section 13. Construction.** All construction sites shall be kept in a orderly and neat condition. All material and trash which might be blown by the wind shall be kept in a secured container or condition. The contractor may maintain such facilities as may be reasonably necessary and convenient for such construction including but not limited to offices, storage areas, equipment and other items general associated with normal construction. The ACC shall have the right to require a contractor to clean up his building

site and be sole judge if such building activities meet the standards set out herein.

**Section 14. Workmanlike Manner.** Each structure constructed, placed or erected on a tract shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof, and shall be in compliance with all requirements of these Restrictions and/or the Llano County rules, regulations, and ordinances as they may exist from time to time.

**Section 15. Driveways.** All residences shall be constructed with a driveway of concrete or paving stones at least ten (10') feet in width running from the public street to the garage or residence. Each driveway connecting a public street must have a type of drain approved by the County of Llano and the ACC to insure proper drainage along the public street. No owner may block any drainage ditch (including road ditches).

**Section 16. Air Conditioners.** No air conditioning condensing unit and fan, evaporative cooler or other object, which in the opinion of the ACC is unsightly, shall be placed upon or above the roof of any dwelling or other building unless architecturally concealed from view as reflected in the plans submitted to ACC. ACC may approve such objects if, but only if, ACC is satisfied the same are aesthetically attractive and are otherwise in conformity with the overall subdivision.

**Section 17. Miscellaneous Use Storage and Parking.** No motor vehicle, truck, trailer, trailer house, mobile home, boat, motor home, camper, RV, prefabricated house, tent, shack or garage shall ever be used as a dwelling, either on a temporary or permanent basis.

**Section 18. Good repair.** The improvements on any Lot or Tract must be kept in a good state of repair and must be maintained in good order and be painted when necessary to preserve the attractiveness thereof.

**Section 19. Trash, Storage.** No part of any Lot or Tract shall ever be used for outside storage of any nature, unless in a container as provided herein, or be used or maintained as a dumping ground for trash, debris, rubbish, garbage or ashes. Trash, garbage and other waste shall not be permitted on any Lot or Tract unless stored in sanitary containers. All sanitary containers must have their contents emptied on a regular basis, not less than twice monthly. All sanitary containers or cans or other equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and behind Lot or Tract improvements so that they are not readily visible from the street at all times except on pickup days. Each Lot or Tract shall be kept free and clear of weeds and tall grass at all times.

**Section 20. Cleanliness.** No trash, ashes, discarded appliances, furniture or similar types of personal property or any other refuse may be stored, thrown or dumped on any Lot or Tract, park or drainage area on the Property.

**Section 21. Clotheslines.** No clotheslines shall be constructed, placed or erected on any Lot.

**Section 22. House Numbers and Yard Lights.** The ACC shall approve all mail boxes, residential identification signs and house numbers.

**Section 23. Animals.** No animals, livestock, or poultry of any kind shall be raised or kept on the premises except those that can be classified as household pets and none can be kept, bred or maintained for commercial purposes. If any allowable pets are kept or let out of doors, they must be fenced or on a leash at all times.

**Section 24. Nuisance.** No obnoxious or offensive activities shall be carried on or upon any Lot or Tract, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood or which is opposed to the general purposes of these restrictions.

**Section 25. Fences.** No fence, wall or screening, structure of any kind may be constructed on any Lot or Tract, unless the ACC in its sole discretion approves such fence, wall or screening structure in writing prior to its erection. On waterfront Lots, no chain link fencing or wire fencing is allowed and no fencing is allowed on the sides of any Lot from the back of the house to the waterfront without ACC written approval.

Notwithstanding the foregoing provision in this section the ACC may approve and may require fences and screening structures on any Lot or Tract around swimming pools, hot tubs, utility boxes, patio decks, LPG tanks or any other unsightly objects or improvements as the ACC may require in its sole discretion.

**Section 26. Ingress and Egress to Parks and Waterfront.** All property owners, members of their family, guests, and invitees shall have ingress and egress to the waterfront and park areas as designated on the plat of the subdivision which for these purposes shall incorporate by reference all property owners as herein described or any future development of any other phases by the Declarant. All parks, fishing piers, and waterfront improvements constructed and made by the Declarant or Association, shall be available for use at their own risk by all property owners, members of their family, guests and invitees. (Such use and availability shall not apply to any commercial activities. The owners of waterfront Lots shall have access to the water by means of the waterfront and park area. Access to the waters shall not be had by going over the Lot or Lots owned by any other person or persons.)

**Section 27. Repairs.** Each owner shall have the right to modify alter, repair, decorate, redecorate or improve such owner's dwelling or the exterior area of such owner's improvements, provided that all such action is performed in a good and workmanlike manner and in a manner that causes minimum inconvenience to other owners and does not constitute a nuisance. All exterior repairs, modifications or alterations of the residence or any other structure shall be approved by the ACC in writing and meet any guidelines established by the ACC. Notwithstanding the foregoing, the ACC may require any owner to remove or eliminate any object situated on such owner's Lot or Tract or that is visible from any common areas or from any other Lot or Tract, if, in the ACC's sole discretion, such object detracts from the visual attractiveness of the subdivision or constitutes a nuisance as determined by the ACC, in the ACC's sole discretion.

**Section 28. Easements.** On each Lot and Tract an easement five (5') feet in width adjacent to the side property lines (not adjoining a street of the subject Lot or Tract) is expressly reserved for the purpose of constructing and maintaining pipes, drainage, conduits, telephones and electric poles, towers and other equipment to supply any public or private utility services.

**Section 29. Plumbing.** All dwellings shall be equipped with approved sanitary plumbing fixtures and plumbing installation meeting the requirements of the State of Texas, Lower Colorado River Authority and County Codes. The ACC shall permit connection to an approved type of private sewage system (such as septic system) so long as all permits have been obtained by the Owner and the ACC has approved the septic system location. If a private sewage system is approved such system shall at all times be operated in accordance with all state and local rules and regulations and in a manner that does not produce offensive odors or is a nuisance to adjacent property owners.

**Section 30. Drainage.** No structure shall be constructed on any Lot or Tract until provisions have been made for drainage of surface water from the Lot or Tract, without draining across adjacent property. Drainage shall be into the street or road area or into natural drainage areas and such drainage shall be the responsibility of the Lot or Tract owner. In approving drainage plans, the ACC may establish a slope control plan to prevent damage or interference with established slope ratios of adjoining properties and to take into account the existing flow of water over and across the subject Lot or Tract without improvements. The intent of this provision is to provide control and management of any increase in drainage which results from the addition of structures or change in the contour of the land. All easements provided on the plat or in this Declaration may be approved by the ACC to be used as a drainage easement or in the establishment of drainage easements or slope control areas on any re-plat of a Lot or Tract within the Subdivision.

**Section 31. Connecting Streets, Roads, and Easements.** No roads, streets or easements may be created, constructed or established without the prior written approval of the Declarant or ACC. No Lot, Tract, other property in the subdivision, or any roadway within the subdivision, may be used as access to any property that is not subject to this Declaration unless authorized in writing by Declarant or the POA.

**Section 32. Obligation.** The owner of each Lot or Tract in the Subdivision by the acceptance of a conveyance of said Lot or Tract, assumes the obligation to maintain any portion of the Lot or Tract situated in an area designated on the recorded plat.

**Section 33. Model Homes.** The ACC shall have authority to approve the use of a Lot or Tract for a model home and approve any restrictions on such use to include, but not limited to, hours open, signs, parking and length of time such house may be used as a model home.

**Section 34. Noxious Uses.** All Lots and Tracts and the improvements located on each Lot and Tract shall not be used as to disturb the neighborhood or occupants of other Lots or



Tracts or to constitute a nuisance or to violate any public law, ordinance or regulation from time to time applicable thereto. No Lot or Tract or improvements located on any Lot or Tract shall be used for any purpose which will create or emit any objectionable, offensive or noxious odors, dust, gas, fumes or other materials.

**Section 35. Signs.** No signs shall be displayed on any Lot or Tract except in connection with the sale of Lots or Tracts by Declarant, except as provided herein. Declarant and any other person or entity engaged in the construction and sale of newly constructed residences within the subdivision shall have the right during original construction of a dwelling to display, without approval a sign which shall not exceed two (2') feet by two (2') feet in size. All other signs must be approved in writing by the ACC prior to erection.

No signs whatsoever, including commercial, political or other similar signs, visible from adjoining Lots or Tracts, streets or roads shall be permitted on any Lot or Tract except as follows: such signs as may be required by legal proceedings; residential identification signs of a combined total face area of one and one half (1 ½) square feet or less; during the time of construction of any dwelling or other improvement one job identification sign having a maximum total face area of four (4) square feet. Flashing, lighted or moving signs shall not be permitted. No sign of any description or supports or braces for signs, shall be nailed or spiked to any tree. All signs must be constructed on their own supporting standards. Advertising banners, pennants and wind powered devices will not be permitted. All signs including proposed location, sizes and colors shall be reviewed by the ACC and must receive prior written approval from the ACC before installation. The ACC may issue variances as to the above on such conditions and for such time periods as it may deem necessary.

All such signs must be taken down when the house is sold. The house shall be considered sold when closing takes place. All signs must be well maintained, weeds, and grass not allowed to grow around the sign and the sign kept in an upright positions. The ACC, in its sole discretion may remove any sign which it considers to be in violation of the Restrictions.

**Section 36. Oil and Mining Operations.** No drilling, development, refining, quarrying, mining or prospecting operations for any minerals or other matter shall be conducted on any property within the Subdivision.

**Section 37. Parking.** No truck (larger than one ton), bus, trailer, boat, camper, motor home or recreational vehicle shall be left parked on any Lot or Tract or in the street in front of any Lot or Tract except for construction and repair equipment while a residence is being built or repaired in the immediate vicinity. No vehicles without a current inspection sticker or license plate shall be permitted to remain on any Lot or Tract or in front of any Lot or Tract. No repair work, dismantling or assembling of motor vehicles or other machinery or equipment of any type shall be done or permitted on any Lot or Tract where such work is visible from any street or other Lot or Tract or on any street or driveway. Vehicles without current inspection sticker or license plate may be stored in an enclosed approved structure.

**Section 38. Hazardous Materials and Environmental Hazards.** The Lot or Tract and improvements thereon shall not be used for any purpose that is in violation of any environmental law.

**Section 39. Rules and Regulations by ACC.** The ACC shall have the authority to make additional rules and regulations as necessary to clarify the provisions hereof.

**Section 40. Manufactured Homes, Pre-fabricated Homes and Relocated Homes.** No manufactured home, pre-fabricated home, prefabricated building of any type, relocated home or building may be placed on any Lot or Tract or other property within the Subdivision. A manufactured or pre-fabricated home or prefabricated building shall mean a home or building that is constructed on a remote location and moved, in whole or in major parts, to the Property. A relocated home is any structure constructed on a remote site and moved in whole or in major parts, to the Property and shall include older or previously occupied homes or buildings, unless approved by the ACC. The ACC shall have the sole authority to determine what is a manufactured or prefabricated home and what is a relocated home.

**Section 41. Swimming Pools and Hot Tubs.** The ACC shall approve the design and location of all swimming pools and hot tubs. Upon giving such approval, the ACC may consider the impact on the view from and impact of the lake, impact on nearby Lots or Tracts and dwellings and other matters in keeping with the overall plan of the subdivision. All such approval must be in writing.

**Section 42. No Hunting.** No hunting or discharge of firearms is allowed on any Property within the Subdivision.

**Section 43. No Warranty of Enforceability.** While Declarant has no reason to believe that any of the restrictive covenants or other terms and provisions contained in this Article or elsewhere in the declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representations as to the present or future validity or enforceability of any such restrictive covenants, terms, or provisions. Any owner acquiring a Lot or Tract in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot or Tract, agrees to hold Declarant harmless therefrom. Nothing herein contained shall be deemed to prevent any owner from enforcing any covenants or restrictions in his own name.

### **ARTICLE III ARCHITECTURAL CONTROL COMMITTEE**

**Section 1. Creation of ACC.** There is hereby created an Architectural Control Committee, the ACC. The ACC shall consist of three members who shall be appointed by the Declarant who shall serve for a period of two years from the date of appointment ("initial term"), or the Declarant may act as the ACC for the initial term. In the event that a vacancy occurs during the initial term, the Declarant shall appoint a new member to serve during the unexpired part

of the initial term. After its election or appointment, ACC shall file a Notice to the Public which references the Declarations and gives the names and addresses of the members.

**Section 2. Election of Members of ACC.** Prior to the end of the initial term or within 120 days after the end of the initial term, the ACC shall request the Association to hold an election to elect new members of the ACC. Should the Association not act within 90 days to hold such election, or if no Association exists or is in operation, the Declarant may call the election. If the Declarant fails to call such election within 120 days of the expiration of the initial term, the ACC may call the election at any time thereafter.

- a) Every person or entity who is a record owner of a fee interest in any Lot or Tract which is subject to these restrictions shall be entitled to vote.
- b) Owners may cast one vote for each Lot or Tract owned. In no event shall more than one (1) vote per Lot or Tract be cast.
- c) Seventy-five Percent (75%) of the Lot and Tract owners attending the election meeting either in person or by written proxy shall constitute a quorum. Voting and attendance may be by written proxy.
- d) Notice to all members or owners of an election shall be given by regular mail, postpaid, to the last known address or the address shown on the county tax rolls of any governmental body taxing the subdivision thirty (30) days before any meeting or election.

A majority vote of the quorum shall be required for the election. Majority vote means 51% of the quorum. Cumulative voting will not be permitted. The Owners shall elect three (3) members to the ACC who shall each serve two (2) year terms. Members of ACC whose terms have expired shall serve until their successors are elected.

No owner who is not in good standing with the Association shall be allowed to vote and no owner who is delinquent in the payment of assessments shall be entitled to vote.

**Section 3. Vacancy.** If an elected member resigns or ceases to serve on the ACC, the directors of the Association shall appoint a replacement to the ACC. If the Association does not exist or is not operational the remaining members of the ACC shall appoint a replacement to serve out the unexpired term.

**Section 4. Biannual Election.** The Association or the ACC (if the Association does not exist or is not operational) shall call for a biannual election of members of the ACC in the same manner as set out in Section 2 above with the election held in the election year. In no event shall any owner be entitled to contest or dispute the existence of the ACC or its validity to act.

## **Article IV ARCHITECTURAL CONTROL**

**Section 1. Approval by ACC.** No building, outbuilding, boat house, boat dock, storage sheds, patios, tennis courts, swimming pools, garages, storage buildings, buildings, barns, stables, fences, screening walls, retaining walls, stairs, decks, landscaping, poles, signs, exterior air conditioners, water softener fixtures or equipment, and poles, pump wells, tanks, reservoirs, pipes, lines, meters, antennas, towers, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television or other utilities, or other improvements shall be erected placed or altered on any Lot or Tract nor shall any exterior addition to or change or alteration thereof be made until the plans and specifications therefore and a plat showing the location thereof in relation to property lines, building lines, easements, grades, surrounding structures shall have been approved by the ACC. All applications to the ACC shall be in writing and in a form as may be specified by the ACC. All actions of the ACC shall be in writing and copies of its action shall be retained in its office.

The ACC Committee shall have express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be construed or interpreted as vague, indefinite, uncertain, and capable of more than one interpretation.

**Section 2. Decisions of the ACC.** In making decisions the ACC shall take into consideration the restrictions and the following.

- a) The effect that the improvement or alteration requested may have upon the view of the natural terrain and scenery from surrounding structures;
- b) The effect that the improvement or alteration will have on the view of the waterfront from surrounding structures.
- c) The effect of the improvements or alterations may have on trees and the environment;
- d) That all improvements and alterations harmonize with the surrounding structures existing at the time of application or approved for construction.
- e) That all improvements and alterations comply with the terms and conditions contained elsewhere in this Declaration and amendments thereto.

All decisions of the ACC shall be final and binding, and there shall be no revision of any action of such Committee except by procedure of injunctive relief when such action is patently arbitrary and capricious. Members of said Committee shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder; it being understood and agreed that any remedy shall be restricted to injunctive relief and no other.

**Section 3. Compensation of ACC.** Members of the ACC shall not be entitled to any compensation for services pursuant to this covenant, but shall be entitled to reimbursement of reasonable expenses incurred in connection with its services performed.

**Section 4. Adoption of Rules.** The ACC may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, a housing code, a fencing code and other similar codes as it may deem necessary and desirable to supplement Llano County Codes. Nothing in these Deed Restrictions shall obviate the requirement that each member to comply with all County Codes, ordinances and regulations. Furthermore, nothing in these Deed Restrictions shall obviate the requirement that each member comply with all State statutes and regulations.

**Section 5. Fees.** The ACC may establish a fee schedule to help defray cost of its operation. The fee schedule shall be \$150.00 for approval of new residential construction plans and \$75.00 for remodeling, swimming pools, fences and all other items requiring ACC approval after approval of the residence.

## **ARTICLE V PROPERTY OWNERS ASSOCIATION**

**Section 1. Formation.** At any time after 75% of the Lots or Tracts which have been subdivided and made subject to this Declaration by formal platting have been sold, the Declarant or the ACC may call for the formation of a Property Owner's Association.

**Section 2. Membership.** Every person or entity who is a record owner of a fee interest in any Lot or Tract hereunder shall be a member of the Association; provided however the foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation.

**Section 3. Availability.** Any books, records, financial statements and budgets maintained by the Association and relating to the Property shall be made available for inspection by Owners during normal business hours.

**Section 4. Member in Good Standing.** A member in Good Standing shall mean a member who is current with all dues and fees that have been properly assessed against the membership or the Lots or Tracts in the subdivision. Members not in Good Standing may not vote at any election provided for herein.

**Section 5. Voting Rights in the Association.** Members may cast one vote for each Lot or Tract owned. A majority vote means 51% of the quorum.

**Section 6. Quorum and Proxies.** Seventy-five Percent (75%) of the members either in person or by proxy shall constitute a quorum. Voting and attendance may be by written proxy.

**Section 7. Meetings.** There shall be an annual meeting of the Members of the Association at such reasonable place and time as may be designated in the Bylaws. No notice need be given of any annual meeting held at the time and place specified in the Bylaws, but the Board shall have the power to designate a different time and place for any annual meeting and in such case, written notice of the meeting shall be delivered to each Member not less than ten (10) nor more than fifty (50) days prior to the date fixed for this meeting.

**Section 8. Notice.** Notice to all members of any meeting other than the annual meeting and the agenda shall be given by regular mail, postpaid, to the last known address or the address shown on the county tax rolls of any governmental body taxing the subdivision, thirty (30) days before any meeting.

**Section 9. Action by the Board.** Items presented to the Board shall be decided by a majority vote of the members of the Board.

**Section 10. Term.** Each member of the Board shall hold such position until he has resigned or removed from such position and his successor has been duly elected and qualified.

**Election of Subsequent Boards.** The initial Board shall serve as set forth in the Articles and Bylaws.

## **ARTICLE VI. POWERS AND DUTIES OF THE ASSOCIATION**

Sendra Ridge, On the Colorado Property Owners Association shall have the following powers and duties, whenever, in the exercise of its discretion, it may deem necessary and advisable; provided, however, nothing herein contained shall be deemed to prevent any owner from enforcing this declaration or the restrictions in his own name.

Subject to and in accordance with this Declaration the Association, acting through the Board, shall have and perform each of the following duties:

- a) To pay all real and personal property taxes and other taxes and assessments levied upon or with respect to any property owned by the Association;
- b) To collect assessments, to administer the Maintenance Fund, to provide for the maintenance, repair, preservation and protection of any property owned, managed or leased by the Association.
- c) To obtain and maintain in effect policies of insurance adequate, in the opinion of the Board, in kind and amount to carry out the function of the Association;
- d) To make, establish, and promulgate, amend, repeal, and reenact rules and regulations pertaining to the use, occupancy and improvement of the Property, so long as such rules and regulations are not in conflict with this Declaration.
- e) To enforce on its own behalf and on behalf of all Owners, this Declaration, as beneficiary of such covenants, conditions, and restrictions and as assignee of Declarant, and to perform all other acts as may be reasonably necessary to enforce any of the provisions

- of this Declaration. The Board shall be authorized to institute litigation, settle claims, enforce liens, and take all such action as it may deem necessary or expedient to enforce the provisions of this Declaration;
- f) In general, to carry on any other business in connection with the foregoing and to have and exercise all the powers conferred by the laws of the State of Texas upon corporations formed under the Texas Non-Profit Corporation Act, and to do any and all things set forth above to the same extent as natural persons might or could do those things;
  - g) To levy assessments as provided in Article VII, to provide for the repair, maintenance, and upkeep of any property owned, leased, or managed by the Association, and to carry out any of the other powers or duties granted to the Association in this Declaration or in its Articles and Bylaws; and
  - h) To indemnify Declarant or any successor of Declarant, and any person who was or is a party, or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, committee member, employee, servant or agent of the Association, or as a result of any act performed pursuant to this Declaration, such indemnification to indemnify and hold such persons harmless against all expense, including attorney's fees, judgments, fines and amounts paid in settlement, actually and reasonably incurred in connection with such action, suit or proceeding if it is found and determined by the Board or a court that 1) he or she acted in good faith in a manner reasonably to be in the best interest of the Association, or 2) he or she had no reasonable cause to believe his or her conduct was unlawful.

**Section 1. Enforcement.** To enforce this Declaration or the Restrictions either in its own name or in the name of any owner within the subdivision. Provided however, this right of enforcement shall not serve to prevent such changes, releases or modifications or restrictions or reservations being made by the ACC nor shall it serve to prevent the assignment of those rights by the property owners, whenever and wherever such rights of assignment exist. The expenses and costs of any such proceedings shall, however, be paid out of the general fund of the Association as herein provided.

**Section 2. Borrowing.** To borrow money by and through the Board of Directors provided the borrowing of funds is approved and sanctioned by a two-thirds of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

**Section 3. Expenditures.** The association shall have the right to expend its funds for any project or purpose, acting through its Board of Directors, that the Association may deem advisable for the general welfare of the property owners in the subdivision. This shall include the ownership of land and the operation of recreational facilities.

**ARTICLE VII.**  
**COVENANT AND MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Lot or Tract owned within the Properties, hereby covenants, and each owner of any Lot or Tract by acceptance of a deed therefore, whether or not is shall be so expressed in such deed, is deemed to covenant and agree to pay to the ACC and then to the Association, when the association is formed; a) annual assessments or charges, and b) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's 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.

**Section 2. Uniform Rate.** The annual assessments shall be fixed at a uniform rate for all Lots or Tract and/or classes of Lots or Tract as determined by the ACC and then the Board of Directors of the Associations, when formed and shall be collected on an annual basis.

**Section 3. Commencement and Due Date of Annual Assessments.** The initial annual assessment, until changed as provided here shall be ~~\$150.00~~ <sup>\$200.00 as of 1-1-09</sup> per Lot or Tract paid at closing on the Lot or Tract. The Board of Directors of the association shall, from time to time, fix the amount of each such annual assessment against each Lot or Tract at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to every Lot and Tract owner. The annual assessment shall be due and payable on January 1 of each assessment year.

**Section 4. Special Assessments.** If the Board, at any time, or from time to time, determines that the maintenance and administrative expense charge assessed for any period is insufficient to provide for maintenance and administrative expenses of the Association or to maintain any properties owned, leased or managed by the Association, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for the continued operation of the Association. Without limiting the generality of the foregoing, special assessments may be made because of casualty, condemnation or other loss or to make up for any deficiencies caused by non-payment of maintenance and administrative expense charges by Owners. Prior to the election date, special assessments may be made by the Board. After the election date, no special assessments shall be effective unless approved by at least a majority vote of the Members of the Association.

**Section 5. Non payment of Assessments.** Remedies of the Association. Assessments shall be due and payable on a date established by the Board of Directors in any calendar year. If not paid within thirty (30) days of such due date, the assessment shall bear interest at the Prime Rate plus 5% as quoted in The Wall Street Journal (Southwest Edition) (or similar financial publication if the Wall Street Journal is not in publication) on the date of notification of the delinquency and the Association may bring action at law against the



owner personally obligated to pay the assessment, interest, costs, and reasonable attorney's fees. For any such action reasonable attorneys fees shall be recoverable and/or may be added to the amount of such assessment. The Association is granted the authority and power to foreclose the lien against each Lot and Tract retained herein. Any Owner, its family, heirs, successors, assigns, guests, and invitees failing to pay the assessment shall forfeit all right to use the recreational facilities and property owned by the Association until such assessment has been paid. The specific remedies referred to herein shall not preclude the Association from exercising any other remedies which may legally exist, and such remedies shall be considered as cumulative.

**Section 6. Purposes of Assessments.** Annual assessment and special assessments shall be assessed for the purpose of providing maintenance, beautification, and capital improvements within the Subdivision; enforcing the Declaration, these covenants, conditions, easements, and restrictions; dealing with any issues affecting the subdivision; and maintaining the Association. The Association may collect funds to create a sinking or contingency fund from annual assessments, or may secure said funds by special assessment, or through a combination thereof.

**Section 7. Subordination of Assessment Liens.** The annual assessment lien and special assessment lien provided for herein shall be subordinated to and shall be secondary and inferior to all other prior or subsequent voluntary liens established on said property by means of Deed Trust or Builder's and Mechanic's Lien Contract. The assessment liens shall not be subordinated to any tax liens, judgment liens or other similar non-voluntary liens.

**Section 8. Powers of the ACC and/or Declarant.** Prior to the formation of the Property Owners Association, the ACC and/or the Declarant may exercise any of the powers of the Property Owners Association or its Board of Directors.

## **Article VII DEVELOPMENT OF SUBDIVISION**

The Declarant reserves the right to develop the subdivision in phases. This will result in the platting of the subdivision in a number of different plats, containing different phases, sections, blocks and other identifying numbers and descriptions. All such plats are to be considered a part of the overall development plan of the Subdivision. Some of the various divisions of the Subdivision may contain some differences from this Declaration. These differences will be reflected on the various plats and amendments to this Declaration and the Declaration filed for the respective divisions of the Subdivision. It is planned to adopt all or a portion of the Declaration for these various divisions of the subdivision as they are platted.

**Section 1. Formal Requirements for Filing Plats.** The Formal Requirements of a Plat filed under and pursuant to this Declaration and for the purpose of committing the land covered thereby to this Declaration are as follows:

- a) The Plat shall be executed by Declarant and/or any person or entity acting by, through and under the authority of Declarant as set forth herein, and filed for record in Llano County and, if appropriate, any other county in which the land covered thereby is situated.
- b) The Plat shall contain the plat of a survey of the land covered thereby and shall be certified by a licensed public land surveyor or registered professional engineer of the State of Texas.
- c) The Plat shall contain the following legend: "This Plat has been filed under and pursuant to that certain Declaration ('Declaration') dated July 30, 1999 by Sendera Ridge, Ltd., a Texas Limited Partnership, which Declaration is filed in Llano County under County Clerk's File Number \_\_\_\_\_ and is recorded in the Real Property Records of Llano County, Texas; and all land included in and covered by this Plat is hereby committed to the Declaration, which is incorporated herein and made a part hereof for all purposes."
- d) The Plat shall subdivide the land covered thereby into one or more Lots or Tracts, which shall be restricted per the Conditions of this Declaration.
- e) The Plat may dedicate to public or private use the applicable easements for roads, streets, utilities and the like in the sole discretion of Declarant.

**Section 2. Land Committed.** Any Plat meeting the Formal Requirements set forth above shall commit the land covered thereby to this Declaration, and such land shall then become and thereafter be part of the Subdivision, as herein defined.

#### **Article IX Severability**

Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provision and all other provisions shall remain in full force and effect.

#### **Article X Enforcement**

If the owners of any Lot or Tract, or their heirs, executors, administrators, successors, assigns, guests, invitees or tenants shall violate or attempt to violate any of the restrictions and/or covenants set forth in this declaration, it shall be lawful for the Declarant, Association, ACC or any Lot or Tract owner, to prosecute any proceedings against the person or persons violating and attempting to violate any such restriction and/or covenant. The failure of the owner or tenant to perform his obligation hereunder would result in irreparable damage to Declarant, Association, ACC, and other Lot or Tract owners of the

Lots or Tracts in the subdivision, thus the breach of any provision of this declaration may not only give rise to court action for damages, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to the remedies specified above, court costs and reasonable attorney's fees shall be assessed against the violator.

Excepting negligence or fraud, nothing herein shall give use to a cause of action by an owner against the Declarant, the ACC or Association for failing to enforce any or all of the provisions of this Declaration. To further clarify no individual acting in its capacity as a member of the Declarant, ACC or Association shall be individually liable to any owner or heirs, executors, administrators, successors, assigns, guests, invitees, tenants or otherwise for any action by that individual.

## **Article XI**

### **Benefit, Duration and Amendment**

**Section 1. Duration.** The provisions contained in the Declaration shall be effective for a period of twenty (20) years after which time this Declaration shall automatically be extended for successive periods of ten (10) years each.

#### **Section 2. Amendment or Termination.**

- a) This Declaration may be amended by the Declarant, its successors and assigns at any time without notice prior to closing on the sale of the first Lot or Tract.
- b) After closing on the sale of the first Lot or Tract, this Declaration may be amended or terminated as follows:
  1. Notice. An election to amend or terminate this Declaration may be called by Declarant, Association, ACC, or in the event that no Association exists, any other property owner in good standing. The notice shall give the time, date and place of the meeting with an agenda and a copy of the proposed amendment or statement of reason for vote on termination of the Declaration, and otherwise state the purpose of the meeting. Notice to all property owners of the election shall be given by regular mail, postpaid, to the last known address or the address shown on the county tax rolls of any governmental body taxing the subdivision, thirty (30) days before any meeting.
  2. Voting. Lot and Tract owners may cast one vote for each Lot or Tract owned. In no even shall more than one (1) vote per Lot and Tract be cast. A vote to amend or terminate this Declaration shall require a vote of seventy-five percent (75%) of the Lot and Tract owners of the Subdivision either in person or by proxy. A vote to terminate this Declaration may only be had at the end of the initial term or the end of any renewed term thereafter.

No owner not in good standing with the Association shall be entitled to vote. No

99-6727

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**

**"SENDERA RIDGE, ON THE COLORADO"**

This is an Amendment to that certain Declaration of Covenants, Conditions, Easements and Restrictions (the "Declaration") filed under Llano County Clerk File No. 99-6727. This Amendment is applicable only to the property shown in the attached Exhibits "A" and "B" (the "Property"). Declarant hereby amends the Declaration as follows, there having been no closings of Lots or Tracts subject to the Declaration:

1. It is anticipated that Declarant will subdivide and develop the property described in the Declaration into a residential development. It is the intent of the Declarant that if such development begins (as defined below) within 24 months of the filing of the Declaration, that the Property described in this Amendment will be governed by the same Architectural Control Committee ("ACC") as the Sendera Ridge, On The Colorado property, and that the Owner of this Property and his heirs and assigns will be members of the subdivision Property Owners Association ("POA") as described in the Declaration. However, if the development has not begun within 24 months of the filing of the Declaration, then the Property described in this Amendment will not be subject to the Sendera Ridge ACC, nor will the owners of the Property be members of the POA, and in that event the Property described in this Amendment shall no longer be subject to the Declaration or this Amendment and no owner of any portion of the Property shall be subject to any rights, duties, or obligations imposed by the Declaration or this Amendment.
2. The Property has water frontage on Lake Lyndon B. Johnson (Lake L.B.J.) and creek frontage on a creek locally known as "Dry Branch" Creek, which terminates into Lake L.B.J. Should the Owner of the Property dredge the cove at the mouth of the confluence of Dry Branch Creek and Lake L.B.J., and subdivide the cove front property into lots or tracts, then the cove front lots and tracts shall be deemed to be water front lots as referenced in and for purposes of the Declaration.
3. The Owner of the Property shall not subdivide the Property for a period of 24 months from the date of filing of the Declaration. Thereafter, the Owner of the Property may subdivide the Property into tracts containing no less than 4 acres each; provided that the Owner of the Property may subdivide water front and cove front lots from the Property so long as such water front and cove front lots are no less than 1 acre.
4. Prior to any sale, conveyance or lease exceeding three years, of any subdivided portion of the Property, the Owner of the Property shall file for record in the Llano County Plat Records a duly approved subdivision plat of the subdivided property which shall be subject to and prepared in accordance with the provisions of the Declaration.
5. Prior to any subdivision of the Property, the Owner of the Property, his heirs and assigns, are permitted to do the following:
  - a) Maintain on the property no more than 5 horses and/or 5 bovine cattle.

- b) Construct a dwelling on the Property without an enclosed garage and without approval of the ACC so long as such dwelling is and remains out of the line of sight from the roadways traversing the Sendera Ridge Subdivision. In the event the Property is subdivided then any dwelling not having an enclosed garage may remain on the subdivided tract as a guest house, but not as the primary residence of the owner. The Owner of the Property may construct other dwellings with approval of the Declarant or the ACC.
- c) Construct fencing using new materials for purposes of maintaining livestock. Any fencing within view from the roadways traversing Sendera Ridge Subdivision shall comply with requirements of Declarant or the ACC.
- d) Construct out buildings, garages and storage sheds out of new materials in a good and workmanlike manner so long as such structures are out of the line of sight from the roadways traversing the Sendera Ridge Subdivision.
- e) Construct gravel driveways.
- f) Place temporary structures on the Property for no more than a 30 day period.

6. If development of the Sendera Ridge Property has begun within 24 months of the filing of the Declaration, then (1) the ACC for the Sendera Ridge Property shall also act as the ACC for the Property, and (2) the POA for the Sendera Ridge Property shall also act as the POA for the Property, provided the owners of the Property are given voting rights as if they were owners of lots within the Sendera Ridge, On The Colorado subdivision, and in accordance with Articles III, IV and V of the Declaration. If the Property is subdivided, then each lot or tract shall be entitled to one vote, and shall be treated as a separate lot or tract for all purposes, including calculation of assessments, except that the Owner of the Property may elect to exempt any one tract from the annual assessment by designating such tract to the POA.

7. As used herein, the Sendera Ridge, On The Colorado development shall be deemed to have begun when (1) a final plat on at least a portion of the subdivision has been filed, (2) lots within such subdivision have been sold to third parties, and (3) restrictions have been filed against such subdivision providing that the owners of the Property are given voting rights as if they were owners of lots within such subdivision, and providing that the owners of the Property have the right to use any common elements or amenities of such subdivision.

8. Additional variances, additions and amendments to the Declaration may be granted pursuant to the procedure for amendment of the Declaration as set out in the Declaration which variances, additions or amendments shall not be effective until so adopted, and also agreed to by the owner of that portion of the Property affected by such variance, addition or amendment, and duly filed for record in the Real Property Records of Llano County, Texas.

9. Declarant is the owner of a 0.63 acre tract of land described by metes and bounds in Exhibit "C" attached hereto and designated thereon as "Tract X" which adjoins the Property as its northern corner. Declarant agrees and covenants that Tract X shall not be used for residential or commercial development or use.

Executed this 30<sup>th</sup> day of July, 1999.

SENDERA RIDGE, LTD., a Texas Limited Partnership

BY: WES CAMPBELL, Partner

BY: BURGET, DERRICK AND ASSOCIATES, INC., a Texas Corporation, Partner

BY: EDWARD R. BURGET, President

BY: Bette H. Roberts  
BETTE H. ROBERTS, Partner

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on July \_\_\_\_\_, 1999, by WES CAMPBELL, partner on behalf of SENDERA RIDGE, LTD., a Texas Limited Partnership.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 1999, by EDWARD R. BURGET, President of BURGET, DERRICK AND ASSOCIATES, INC., a Texas Corporation, a partner acting on behalf of SENDERA RIDGE, LTD., a Texas Limited Partnership.

\_\_\_\_\_  
Notary Public, State of Texas

Executed this 31<sup>st</sup> day of July, 1999.

SENDERA RIDGE, LTD., a Texas Limited Partnership

BY: Wes Campbell  
WES CAMPBELL, Partner

BY: BURGET, DERRICK AND ASSOCIATES, INC., a Texas Corporation, Partner

BY: Edward R. Burget  
EDWARD R. BURGET, President

BY: Bette H. Roberts by Wes Campbell  
BETTE H. ROBERTS, Partner, by Wes Campbell,  
Attorney-in-Fact on behalf of Bette H. Roberts

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on July 30, 1999, by WES CAMPBELL, partner on behalf of SENDERA RIDGE, LTD., a Texas Limited Partnership.



Sheila Barefoot  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Burnet

This instrument was acknowledged before me on July 30, 1999, by EDWARD R. BURGET, President of BURGET, DERRICK AND ASSOCIATES, INC., a Texas Corporation, a partner acting on behalf of SENDERA RIDGE, LTD., a Texas Limited Partnership.



Sheila Barefoot  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on August 2nd, 1999, by BETTE H. ROBERTS,  
partner of SENDERA RIDGE, LTD., a Texas Limited Partnership.

Kristine Wall  
Notary Public, State of Texas, Okla.



PREPARED IN THE OFFICE OF:  
Hutto & Luckinger  
Attorneys at Law  
PO Box 520  
Burnet, Tx 78611  
512/756-9900

AFTER RECORDING RETURN TO:  
Highland Lakes Title Company

L:\CALLEN\CLAMPBELL\BURNET\BURNET\BURNET





STATE OF TEXAS

COUNTY OF BURNET

This instrument was acknowledged before me on July 30, 1999, by WES CAMPBELL, Attorney-in-Fact on behalf of BETTE H. ROBERTS, partner on behalf of SENDERA RIDGE, LTD., a Texas Limited Partnership.



*Sheila Barefoot*  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:  
Hutto & Lucksinger  
Attorneys at Law  
PO Box 520  
Burnet, Tx 78611  
512/756-9900

AFTER RECORDING RETURN TO:  
Highland Lakes Title Company

E:\CL\CAMPBELL\SENDERA\RESTANTEN

Vol 1013 pg 164

FIELD NOTES  
OF 20.63 ACRES OF LAND  
IN LLANO COUNTY, TEXAS

BEING 20.63 acres of land out of the Georgine Weyle Survey No. 6, Abstract No. 859 in Llano County, Texas and further being part of that certain 544.21 acre tract described in Deed to Shoal Creek Properties, Ltd. as recorded in Vol. 679 at Page 252 of the REAL PROPERTY RECORDS of Llano County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the Southeast corner of said 544.21 acre tract on the inundated original westerly bank of the Colorado River, for the Southeast corner hereof, whence a  $\frac{1}{2}$  inch iron pin found at a corner post in the fenced northerly line of the Lappe' Ranch and the northerly line of that certain TRACT 2, 620.47 acres described in Special Warranty Deed to Thomas D. Barrow as recorded in Vol. 368 at Page 439 of the DEED RECORDS of Llano County, Texas, bears S 89° 53' 10" W 60.65 ft.;

THENCE N 37° 44' 39" E with said river bank 231.72 ft. to a corner hereof;

THENCE N 85° 15' 07" W leaving said river bank 119.92 ft. to an inundated corner in the center of a branch;

THENCE with and up said branch in twelve (12) courses and distances as follows:

- 1) N 13° 12' 52" E 151.03 ft., a  $\frac{1}{2}$  inch iron pin set;
- 2) N 75° 25' 52" W 48.33 ft., a  $\frac{1}{2}$  inch iron pin set;
- 3) S 53° 40' 37" W 73.99 ft., a  $\frac{1}{2}$  inch iron pin set;
- 4) N 51° 15' 42" W 117.77 ft., a  $\frac{1}{2}$  inch iron pin set;
- 5) N 09° 21' 50" W 76.86 ft., a  $\frac{1}{2}$  inch iron pin set;
- 6) N 74° 02' 52" E 43.04 ft., a  $\frac{1}{2}$  inch iron pin set;
- 7) N 25° 26' 43" W 100.29 ft., a  $\frac{1}{2}$  inch iron pin set;
- 8) N 48° 15' 49" W 51.02 ft., a  $\frac{1}{2}$  inch iron pin set;
- 9) N 08° 40' 35" W 50.78 ft., a  $\frac{1}{2}$  inch iron pin set;
- 10) N 39° 44' 00" W 175.75 ft., a  $\frac{1}{2}$  inch iron pin set;
- 11) N 00° 19' 26" W 200.11 ft., a  $\frac{1}{2}$  inch iron pin set; and
- 12) N 32° 50' 46" W 25.00 ft. to a  $\frac{1}{2}$  inch iron pin set for the Northeast corner hereof;

THENCE N 62° 18' 08" W leaving said branch 273.95 ft. to a  $\frac{1}{2}$  inch iron pin set in a section of 75 foot wide roadway, for the Northwest corner hereof;

THENCE with the southeasterly line of said roadway in seven (7) courses and distances as follows:

- 1) along a curve to the right of radius 217.59 ft., central angle 20° 50' 00" and long chord bearing S 59° 45' 00" W 78.68 ft.;
- 2) along a curve to the left of radius 138.76 ft., central angle 57° 40' 00" and long chord bearing S 41° 20' 02" W 133.84 ft.;
- 3) along a curve to the right of radius 358.44 ft., central angle 27° 00' 17" and long chord bearing S 26° 00' 08" W 167.38 ft.;
- 4) S 39° 30' 17" W 325.94 ft.;
- 5) along a curve to the left of radius 289.64 ft., central angle 43° 18' 39" and long chord bearing S 17° 50' 58" W 213.77 ft.;
- 6) along a curve to the right of radius 348.29 ft., central angle 53° 48' 22" and long chord bearing S 23° 05' 48" W 315.19 ft.; and
- 7) S 50° 00' 00" W 143.28 ft., to a  $\frac{1}{2}$  inch iron pin set in the fenced southerly line of said 544.21 acre tract and the northerly line of the Lappe' Ranch and northerly line of that certain TRACT 2 of 620.47 acres described in Special Warranty Deed to Thomas D. Barrow as recorded in Vol. 368 at Page 439 of the DEED RECORDS of Llano County, Texas, for the Southwest corner hereof;

**FIELD NOTES  
OF 20.63 ACRES OF LAND  
IN LLANO COUNTY, TEXAS  
PAGE 2**

THENCE with said boundary S 89° 50' 54" E 702.24 ft., a 60d nail found and N 89° 53' 10" E at 544.07 ft., a  $\frac{1}{2}$  inch iron pin found at a fence corner post and at 604.72 ft., in all the Place of BEGINNING hereof and containing 20.63 acres of land.

The undersigned does hereby certify that the foregoing field notes and accompanying plat represent the results of an on the ground survey made under my direction and supervision in June, 1999

WITNESS MY HAND AND SEAL this the 28th day of June, 1999.

*June 28, 1999*

*Wallace Dale Bergman*  
Wallace Dale Bergman  
Reg. Prof. Land Surveyor  
Reg. No. 3103



BERGMAN ENGINEERING  
916 BROADWAY - ph. (830) 693-2231  
MARBLE FALLS, TX 78054

GEORGINE WETLE SURVEY NO. 6  
ABSTRACT NO. 859

344.31 AC.  
SMALL CREEK PROPERTIES, LTD  
VOL. 687 PG. 78 O.P.A.C.

CHAIN	BEARS	ON L	LMPT	CHUB	BEAVER
C-1	344.31	344.31	344.31	344.31	344.31
C-2	344.31	344.31	344.31	344.31	344.31
C-3	344.31	344.31	344.31	344.31	344.31
C-4	344.31	344.31	344.31	344.31	344.31
C-5	344.31	344.31	344.31	344.31	344.31

TRACT 2: 620.47 AC  
7-DWAS D. BARKOW  
VOL. 368 PG. 439 O.P.A.C.

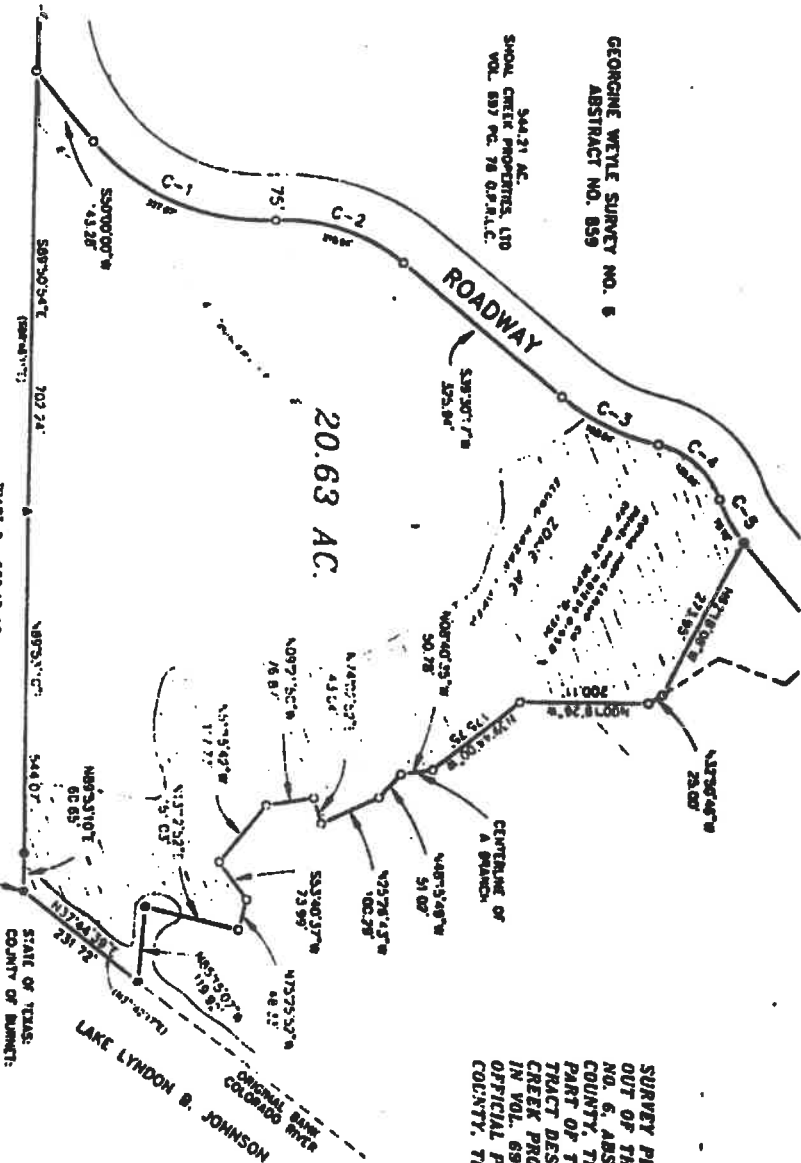
BECKING  
HERE OF

STATE OF TEXAS  
COUNTY OF BURNETT:

The undersigned does hereby certify that the foregoing plat represents the result of an  
on the ground survey made under my direction and supervision in June, 1998.

June 20, 1999

Witness Date Signature  
Rep. Prof. Land Surveyor  
Reg. No. 3103  
BERGMAN ENGINEERING  
916 BROADWAY - PM 1830 689-2231  
MARBLE FALLS, TX 78654



SURVEY PLAT OF 20.63 AC. OF LAND  
OUT OF THE GEORGINE WETLE SURVEY  
NO. 6, ABSTRACT NO. 859 IN LLANO  
COUNTY, TEXAS AND FURTHER BEING  
PART OF THAT CERTAIN 344.31 ACRE  
TRACT DESCRIBED IN DEED TO SMALL  
CREEK PROPERTIES, LTD AS RECORDED  
IN VOL. 687 AT PAGE 78 OF THE  
OFFICIAL PUBLIC RECORDS OF LLANO  
COUNTY, TEXAS.

RECORDERS MEMORANDUM  
At the time of recording, this instrument was found  
to be inadequate for the best photographic reproduction  
because of illegibility, carbon or photo copy, discolored  
paper, etc. All blockouts, additions and changes were  
present at the time the instrument was filed and recorded.

**FIELD NOTES  
OF 17.21 ACRES OF LAND  
IN LLANO COUNTY, TEXAS  
FOR A ROADWAY**

BEING 17.21 acres of land out of the Georgine Weyle Survey No. 6, Abstract No. 859 in Llano County, Texas and further being comprised of 1) 16.619 acres out of the certain 544.21 acre tract described in Deed to Shoal Creek Properties, Ltd. as recorded in Vol. 679 at Page 252 of the REAL PROPERTY RECORDS of Llano County, Texas and 2) that 0.591 acre described in Deed to Shoal Creek Properties, Ltd. as recorded in Vol. 697 at Page 78 of the REAL PROPERTY RECORDS of Llano County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a  $\frac{1}{4}$  inch iron pin found at an easterly corner of that certain 0.591 acre tract described in Deed from William M. Edwards, et ux to Shoal Creek Property, Ltd. as recorded in Vol. 697 at Page 78 of the REAL PROPERTY RECORDS of Llano County, Texas, in the Southeast line of that certain 15.658 acre tract described in Deed to William M. Edwards, et ux as recorded in Vol. 327 at Page 336 of the DEED RECORDS of Llano County, Texas, and also in the northwesterly right-of-way line of Long Mountain Drive as said street is shown on the plat of LONG MOUNTAIN ESTATES as recorded in Vol. 1 at Page 13 of the PLAT RECORDS of Llano County, Texas, whence a 1 inch iron pipe found at the South corner of Lot No. 64 in said subdivision bears N 42° 17' 50" E 58.78 ft.;

THENCE S 42° 17' 50" W with said street 51.33 ft. to a  $\frac{1}{4}$  inch iron pin found, for a northerly South corner of said 0.591 acre tract, whence a  $\frac{1}{4}$  inch iron pin found at a reentrant corner of said 15.658 acre tract and a westerly corner of said street bears S 42° 17' 50" W 16.02 ft.;

THENCE with the southerly line of said 0.591 acre tract in three (3) courses and distances as follows:

- 1) N 60° 47' 10" W 34.35 ft., a  $\frac{1}{4}$  inch iron pin found;
- 2) S 70° 53' 50" W 117.20 ft., a  $\frac{1}{4}$  inch iron pin found; and
- 3) S 42° 17' 50" W 299.05 ft., to a  $\frac{1}{4}$  inch iron pin found in the southerly line of said 15.658 acre tract at the Northwest corner of that certain 1.992 acre tract described in Deed from Shoal Creek Properties, Ltd. to William M. Edwards as recorded in Vol. 697 at Page 74 of the REAL PROPERTY RECORDS of Llano County, Texas, for the Southeast corner of said 0.591 acre tract;

THENCE S 42° 17' 50" W with the westerly line of said 1.992 acre tract 102.12 ft. to a  $\frac{1}{4}$  inch iron pin set for a corner hereof;

THENCE with a southerly line hereof in three (3) courses and distances as follows:

- 1) S 89° 33' 28" W 290.00 ft.;
- 2) S 55° 03' 11" W 79.64 ft.; and
- 3) N 80° 24' 26" W 286.83 ft., to a corner hereof, being South 75 feet from the northerly line hereof;

THENCE with the southeasterly line hereof along and 75 feet from the northwesterly line hereof in nine (9) courses and distances as follows:

- 1) along a curve to the left of radius 306.59 ft., central angle 41° 01' 11" and long chord bearing S 69° 50' 36" W 214.84 ft.;
- 2) S 49° 20' 00" W 336.38 ft.;
- 3) along a curve to the right of radius 217.59 ft., central angle 20° 50' 00" and long chord bearing S 59° 45' 00" W 78.68 ft.;
- 4) along a curve to the left of radius 138.76 ft., central angle 57° 40' 00" and long chord bearing S 41° 20' 02" W 133.84 ft.;
- 5) along a curve to the right of radius 358.44 ft., central angle 27° 00' 17" and long chord bearing S 26° 00' 08" W 167.38 ft.;

FIELD NOTES  
OF 17.21 ACRES OF LAND  
IN LLANO COUNTY, TEXAS  
FOR A ROADWAY  
PAGE 2

- 6) S 39° 30' 17" W 325.94 ft.;
- 7) along a curve to the left of radius 289.64 ft., central angle 43° 18' 39" and long chord bearing S 17° 50' 58" W 213.77 ft.;
- 8) along a curve to the right of radius 348.29 ft., central angle 53° 48' 22" and long chord bearing S 23° 05' 48" W 315.19 ft.; and
- 9) S 50° 00' 00" W 143.28 ft., to a  $\frac{1}{2}$  inch iron pin set in the fenced southerly line of said 544.21 acre tract and the northerly line of the Lappe Ranch and northerly line of that certain TRACT 2 of 620.47 acres described in Special Warranty Deed to Thomas D. Barrow as recorded in Vol. 368 at Page 439 of the DEED RECORDS of Llano County, Texas, for the Southwest corner hereof;

THENCE with said fence N 89° 50' 54" W 160.00 ft., a 60d nail found, N 89° 56' 16" W 1638.55 ft., a 60d nail found and S 89° 57' 58" W 745.21 ft., to a  $\frac{1}{2}$  inch iron pin set, for a southwesterly corner hereof;

THENCE with the southerly line hereof in twenty-four (24) courses and distances as follows:

- 1) N 46° 11' 30" W 836.61 ft.;
- 2) along a curve to the right of radius 522.80 ft., central angle 22° 16' 53" and long chord bearing N 35° 03' 04" W 205.89 ft.;
- 3) N 23° 54' 38" W 443.34 ft.;
- 4) along a curve to the left of radius 213.86 ft., central angle 57° 06' 53" and long chord bearing N 52° 28' 04" W 204.47 ft.;
- 5) N 81° 01' 31" W 20.0 ft.;
- 6) along a curve to the left of radius 123.08 ft., central angle 60° 31' 34" and long chord bearing S 68° 42' 42" W 124.05 ft.;
- 7) along a curve to the right of radius 143.01 ft., central angle 64° 45' 52" and long chord bearing S 70° 48' 47" W 153.18 ft.;
- 8) along a curve to the left of radius 165.65 ft., central angle 79° 20' 23" and long chord bearing S 63° 32' 26" W 211.49 ft.;
- 9) S 23° 52' 24" W 338.19 ft.;
- 10) along a curve to the right of radius 207.85 ft., central angle 105° 23' 38" and long chord bearing S 76° 34' 13" W 330.67 ft.;
- 11) N 50° 43' 58" W 195.88 ft.;
- 12) along a curve to the left of radius 695.44 ft., central angle 23° 31' 21" and long chord bearing N 62° 29' 38" W 283.51 ft.;
- 13) N 74° 15' 19" W 182.80 ft.;
- 14) along a curve to the left of radius 469.12 ft., central angle 48° 57' 53" and long chord bearing S 81° 15' 45" W 388.82 ft.;
- 15) S 56° 46' 48" W 376.32 ft.;
- 16) along a curve to the right of radius 402.78 ft., central angle 29° 39' 09" and long chord bearing S 71° 36' 23" W 206.13 ft.;
- 17) S 86° 25' 57" W 333.60 ft.;
- 18) along a curve to the right of radius 448.98 ft., central angle 35° 41' 40" and long chord bearing N 75° 43' 12" W 275.21 ft.;
- 19) along a curve to the left of radius 473.53 ft., central angle 31° 22' 19" and long chord bearing N 73° 33' 32" W 256.05 ft.;
- 20) N 89° 14' 42" W 298.96 ft.;
- 21) along a curve to the right of radius 970.12 ft., central angle 18° 02' 11" and long chord bearing N 80° 13' 36" W 304.13 ft.;
- 22) N 71° 12' 31" W 298.42 ft.;

FIELD NOTES  
OF 17.21 ACRES OF LAND  
IN LLANO COUNTY TEXAS  
FOR A ROADWAY  
PAGE 3

- 23) along a curve to the left of radius 270.43 ft., central angle  $40^{\circ} 50' 40''$  and long chord bearing  $S 88^{\circ} 22' 09'' W$  188.73 ft.; and  
24)  $S 67^{\circ} 56' 49'' W$  338.02 ft. to a  $\frac{1}{2}$  inch iron pin set in the West line of said Georgine Weyle Survey for the Southwest corner hereof, whence a 60d nail found in a fence corner post at a reentrant corner of said 544.21 acre tract bears  $S 00^{\circ} 04' 11'' W$  574.33 ft.;

THENCE  $N 00^{\circ} 04' 11'' E$  with boundary of said Weyle Survey 53.98 ft. to a  $\frac{1}{2}$  inch iron pin set for the Northwest corner hereof, whence a  $\frac{1}{2}$  inch iron pin found at a reentrant corner of said 544.21 acre tract bears  $N 00^{\circ} 04' 11'' E$  663.15 ft.;

THENCE with the northerly line hereof along and 50 feet from the southerly line hereof in twenty-four (24) courses and distances as follows:

- 1)  $N 67^{\circ} 56' 49'' E$  317.69 ft.;
- 2) along a curve to the right of radius 320.43 ft., central angle  $40^{\circ} 50' 40''$  and long chord bearing  $N 88^{\circ} 22' 09'' W$  223.62 ft.;
- 3)  $S 71^{\circ} 12' 31'' E$  298.42 ft.;
- 4) along a curve to the left of radius 920.12 ft., central angle  $18^{\circ} 02' 11''$  and long chord bearing  $S 80^{\circ} 13' 37'' W$  288.45 ft.;
- 5)  $S 89^{\circ} 14' 42'' E$  298.96 ft.;
- 6) along a curve to the right of radius 523.53 ft., central angle  $31^{\circ} 22' 19''$  and long chord bearing  $S 73^{\circ} 33' 33'' E$  283.09 ft.;
- 7) along a curve to the left of radius 398.98 ft., central angle  $35^{\circ} 41' 40''$  and long chord bearing  $S 75^{\circ} 43' 12'' E$  244.56 ft.;
- 8)  $N 86^{\circ} 25' 57'' E$  333.60 ft.;
- 9) along a curve to the left of radius 352.78 ft., central angle  $29^{\circ} 39' 09''$  and long chord bearing  $N 71^{\circ} 36' 23'' E$  180.55 ft.;
- 10)  $N 56^{\circ} 46' 48'' E$  376.32 ft.;
- 11) along a curve to the right of radius 519.12 ft., central angle  $48^{\circ} 57' 53''$  and long chord bearing  $N 81^{\circ} 15' 45'' E$  430.26 ft.;
- 12)  $S 74^{\circ} 15' 19'' E$  182.80 ft.;
- 13) along a curve to the right of radius 745.44 ft., central angle  $23^{\circ} 31' 21''$  and long chord bearing  $S 62^{\circ} 29' 38'' W$  303.89 ft.;
- 14)  $S 50^{\circ} 43' 58'' E$  195.88 ft.;
- 15) along a curve to the left of radius 157.85 ft., central angle  $105^{\circ} 23' 38''$  and long chord bearing  $N 76^{\circ} 34' 13'' E$  251.12 ft.;
- 16)  $N 23^{\circ} 52' 24'' E$  338.19 ft.;
- 17) along a curve to the right of radius 215.65 ft., central angle  $79^{\circ} 20' 23''$  and long chord bearing  $N 63^{\circ} 32' 36'' E$  275.33 ft.;
- 18) along a curve to the left of radius 93.01 ft., central angle  $64^{\circ} 45' 52''$  and long chord bearing  $N 70^{\circ} 49' 44'' E$  99.63 ft.;
- 19) along a curve to the right of radius 173.08 ft., central angle  $60^{\circ} 31' 34''$  and long chord bearing  $N 68^{\circ} 42' 42'' E$  174.45 ft.;
- 20)  $S 81^{\circ} 01' 31'' E$  20.00 ft.;
- 21) along a curve to the right of radius 263.86 ft., central angle  $57^{\circ} 06' 53''$  and long chord bearing  $S 52^{\circ} 28' 04'' W$  252.27 ft.;
- 22)  $S 23^{\circ} 54' 38'' E$  443.34 ft.;
- 23) along a curve to the left of radius 482.80 ft., central angle  $22^{\circ} 16' 53''$  and long chord bearing  $S 35^{\circ} 03' 04'' E$  186.57 ft.; and
- 24)  $S 46^{\circ} 11' 30'' E$  528.58 ft.;



FIELD NOTES  
OF 17.21 ACRES OF LAND  
IN LLANO COUNTY, TEXAS  
FOR A ROADWAY  
PAGE 4

THENCE along a curve to the left of radius 622.75 ft., central angle 43° 44' 45" and long chord bearing S 68° 03' 53" E 464.01 ft. to a corner 75.8 ft. North of the southerly line hereof;

THENCE S 89° 56' 16" E along and no less than 75.0 ft. from the southerly line hereof, 2168.51 ft.;

THENCE with the northwesterly line hereof along and 75 feet from the southeasterly line hereof in nine (9) courses and distances as follows:

- 1) along a curve to the left of radius 289.51 ft., central angle 40° 03' 44" and long chord bearing N 70° 01' 53" E 198.33 ft.;
- 2) N 50° 00' 00" E 10.00 ft.;
- 3) along a curve to the left of radius 273.29 ft., central angle 53° 48' 22" and long chord bearing N 23° 05' 48" E 247.32 ft.;
- 4) along a curve to the right of radius 364.64 ft., central angle 43° 18' 39" and long chord bearing N 17° 50' 58" E 269.12 ft.;
- 5) N 39° 30' 17" E 325.94 ft.;
- 6) along a curve to the left of radius 283.44 ft., central angle 27° 00' 17" and long chord bearing N 26° 00' 08" E 132.36 ft.;
- 7) along a curve to the right of radius 213.76 ft., central angle 57° 40' 00" and long chord bearing N 41° 20' 02" E 206.18 ft.;
- 8) along a curve to the left of radius 142.59 ft., central angle 20° 50' 00" and long chord bearing N 59° 45' 00" E 51.56 ft.;
- 9) N 49° 20' 00" E 479.13 ft. to a  $\frac{1}{4}$  inch iron pin set in the northerly line of said 544.21 acre tract and the southerly line of that certain 264.47 acre tract described in Deed to Albert Henry Bardschmid, III, et ux as recorded in Vol. 710 at Page 220 of the REAL PROPERTY RECORDS of Llano County, Texas;

THENCE N 89° 38' 49" E with the southerly line of said Bardschmid tract 492.75 ft., to a 60d nail found in a fence corner post at the Southeast corner of said Bardschmid tract and the Southwest corner of said Edwards 15.658 acre tract;

THENCE N 89° 33' 28" E with the fenced South line of said 15.658 acre tract 288.29 ft., to an iron pin found at the Southwest corner of said 0.591 acre tract described in Deed from William M. Edwards, et ux to Shoal Creek Properties, Ltd. as recorded in Vol. 697 at Page 78 of the REAL PROPERTY RECORDS of Llano County, Texas, for a reentrant corner hereof;

THENCE with the northerly line of said 0.591 acre tract in three (3) courses and distances as follows:

- 1) N 42° 17' 50" E 357.99 ft., a  $\frac{1}{4}$  inch iron pin found;
- 2) N 70° 53' 50" E 152.37 ft., a  $\frac{1}{4}$  inch iron pin found; and
- 3) S 60° 47' 10" E 68.40 ft., to the Place of BEGINNING hereof and containing 17.21 acres of land.

The undersigned does hereby certify that the foregoing field notes and accompanying plat represent the results of an on the ground survey made under my direction and supervision in June, 1999.

WITNESS MY HAND AND SEAL this the 28th day of June, 1999.

*Wallace Dale Bergman*  
Wallace Dale Bergman  
Reg. Prof. Land Surveyor  
Reg. No. 3103

BERGMAN ENGINEERING  
916 BROADWAY - ph. (830) 693-2231  
MARBLE FALLS, TX 78654



VOL 1013 PAGE 171

37.00

Ret to: HLT  
Box 522  
Burnet TX 78611

FILED FOR RECORD  
AT 1:09pm

AUG 06 1999

BETTE SUE MOY, CLERK  
LLANO CO. TEXAS  
BY *[Signature]* DEPUTY

THE STATE OF TEXAS \*\*\* COUNTY OF LLANO  
I HEREBY CERTIFY THAT THE INSTRUMENT WAS  
FILED ON THE DATE AND TIME STAMPED HEREON BY  
ME AND WAS FIRST RECORDED IN VOL 1013 PAGE  
158-172 OF THE OFFICIAL PUBLIC RECORDS  
OF REAL PROPERTY OF LLANO COUNTY, TEXAS ON  
*[Signature]*  
*[Signature]*  
BETTE SUE MOY, COUNTY CLERK  
LLANO COUNTY, TEXAS

VOL 1013 PAGE 172

**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS OF  
"SENDERA RIDGE, ON THE COLORADO"  
(Not Applicable to Water Front Lots)**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF LLANO

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF "SENDERA RIDGE, ON THE COLORADO" is made on November 24, 1999 by Sendera Ridge, Ltd., a Texas Limited Partnership, hereinafter referred to as the "Declarant";

Declarant has previously filed for record a Declaration of Covenants, Conditions, Easements and Restrictions of "Sendera Ridge, On The Colorado" dated July 30, 1999, recorded in Volume 1013, Page 131 et seq. of the Real Property Records of Llano County, Texas (herein sometimes referred to as "the Declaration") and as amended at Volume 1013, Page 158 et seq of the Real Property Records of Llano County, Texas, providing for the establishment of certain covenants, conditions, easements and restrictions for certain real property located in Llano County, Texas, as described in the Declaration, known as "the Property", and which Declaration is incorporated herein by reference; and,

WHEREAS, Declarant reserved the right from time to time to amend such Declaration prior to the subdivision of the Property, or the sale of any Lot or Tract in the subdivision, the subject of the Declaration; and

WHEREAS, Declarant wishes to amend the Declaration as to the Property the subject of the Declaration, provided that this amendment shall not apply to any portion of the Property subdivided or to be subdivided into water front property Lots fronting on Lake Lyndon B. Johnson, and as to such water front property Lots, the provisions of the original Declaration shall continue to apply as written.

The Declaration and this amendment are intended to ensure the best and highest use and most appropriate development of the Property; to protect the existing and future Owners of the Property against improper use of property in the planned subdivision of the Property by surrounding property owners within the subdivision; to preserve so far as practical, the natural beauty of the Property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable material; to encourage and secure the erection of attractive improvements on each Lot or Tract with appropriate locations to prevent haphazard and inharmonious improvements of Lots or Tracts; and in general to protect the natural environment and to provide for development of the highest quality to enhance the value of investments made by property Owners;

NOW THEREFORE, Declarant has and does hereby adopt this Second Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions of "Sendera Ridge, On The Colorado" dated July 30, 1999, as follows:

Declarant hereby declares that the Property and any Lot or Tract subdivided therefrom shall be held, sold and conveyed subject to the Declaration and its amendments, (except as herein expressly stated otherwise) and such covenants, conditions, easements and restrictions shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property, and any part thereof or any Lot or Tract subdivided therefrom and including their heirs, executors, administrators, successors or assigns; and further shall constitute a mutual covenant and equitable servitude burdening each part of the Property and shall inure to the benefit of each Owner of the Property, or any part thereof or any Lot or Tract subdivided therefrom; and that each contract, or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the Declaration and its amendments regardless of whether or not the same are set out or referred to in said contract or deed.

Unless the content otherwise specifies or requires, the following words when used herein shall mean the following:

**Association** shall mean the Sendera Ridge, On the Colorado Property Owners Association to be formed in accordance with the Declaration.

**Architectural Control Committee**, sometimes referred to as the ACC, refers to the ACC to be initially appointed by Declarant and at a later date elected by the members of the Association as provided in the Declaration. To be formed for the review and approval of plans for the construction of improvements upon all property according to and subject to the Declaration.

**Declarant** shall mean Sendera Ridge, Ltd., a Texas Limited Partnership, its duly authorized representatives, it and their successors and assigns.

The following Sections of the Declaration, as they apply to non-waterfront Lots or Tracts within the Property, are hereby amended to read as follows:

## **ARTICLE II, GENERAL RESTRICTIONS:**

**Section 2. B. "Division of Tracts"**, is hereby amended for non-waterfront Lots or Tracts to the following:

"No Tract shall be resubdivided into smaller tracts less than five (5) acres by any Owner. This restriction shall not prevent a correction deed or other documents to resolve boundary disputes. In the event of multiple contiguous Tract ownership, the owner(s) may apply for replat as one Tract."

**Section 6. "Metal Storage Buildings and Other Structures"**, is hereby amended for non-waterfront Lots or Tracts to the following:

"Metal storage buildings, barns and other similar structures, including prefabricated storage buildings, may be constructed or installed on a Lot or Tract, but in the interest of maintaining architectural conformity within the Subdivision, only with the prior written approval of the ACC."

**Section 11. "Building Location and Limitations"**, is hereby amended for non-waterfront Lots or Tracts to the following:

"Locations of buildings and structures are subject to approval of the ACC. No building or structure located on any Lot or Tract shall be nearer than fifty (50') feet of any property line. In no event shall a building or structure be located in or on any easement described on a plat of the property subject to the Declaration, as amended, and recorded in the Llano County Plat Records, or as described in the Declaration, as amended and recorded in the Llano County Real Property Records. Special diligence will be exercised by the ACC to protect the views from surrounding structures."

**Section 15. "Driveways"**, is hereby amended for non-waterfront Lots or Tracts to the following:

"All driveways shall be at least ten (10') feet in width and (other than the entry apron connecting to a subdivision street or road) shall be constructed with asphalt paving or crushed stone road base material (excluding caliche which may only be used as a base material to be promptly covered by asphalt or crushed stone). Declarant intends from time to time to pave roads within the bounds of the Property. All owners of a Lot or Tract who construct driveways subsequent to the paving of a subdivision street or road which fronts a Lot or Tract shall construct a paved asphalt or concrete entry apron extending from the Lot or Tract entrance or entry gate and which entry apron shall connect to the paved subdivision street or road fronting such Lot or Tract."

**Section 23. "Animals"**, is hereby amended for non-waterfront Lots or Tracts to the following:

"A reasonable number of dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, unless otherwise approved by the Association. No feed lots for hogs, goats, sheep, livestock or poultry of any kind shall be maintained or kept on any Lot or Tract, except as provided below.

Permitted livestock and minimum acreage allocation are as follows:

Cattle: No more than 1 per 5 acres.

Horses, Mules and Donkeys: No more than 1 per 5 acres.

The natural offspring of a livestock animal unit shall not be counted as an animal unit until the offspring is more than one year in age.

SENDERA RIDGE, LTD., a Texas Limited Partnership

BY: Wes Campbell  
WES CAMPBELL, Partner

BY: BURGET, DERRICK AND ASSOCIATES,  
INC., a Texas Corporation, Partner

BY: Edward R. Burget  
EDWARD R. BURGET, President

BY: Bette H. Roberts  
BETTE H. ROBERTS, Partner,

STATE OF TEXAS

§

COUNTY OF BURNET

§

§

This instrument was acknowledged before me on November 24, 1999, by WES CAMPBELL,  
General Partner of SENDERA RIDGE, LTD., a Texas Limited Partnership, on behalf of said partnership.



Sheila Barefoot  
Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF BURNET

§

§

This instrument was acknowledged before me on November 24, 1999, by EDWARD R.  
BURGET, President of BURGET, DERRICK AND ASSOCIATES, INC., a Texas Corporation, on behalf  
of said corporation as general partner of SENDERA RIDGE, LTD., a Texas Limited Partnership, on behalf  
of said partnership.



Sheila Barefoot  
Notary Public, State of Texas

STATE OF TEXAS

§

COUNTY OF BURNET

§

§

This instrument was acknowledged before me on November 24, 1999, by BETTE H.  
ROBERTS, limited partner of SENDERA RIDGE, LTD., a Texas Limited Partnership.



Sheila Barefoot  
Notary Public, State of Texas

FILED FOR RECORD  
AT 10:40 AM

NOV 29 1999

BETTE SUE HOY CO CLK.  
LLANO CO. TEXAS

BY B. Hoy 15.00K

*Hutto*

THE STATE OF TEXAS\*\*\*\*COUNTY OF LLANO  
I, HEREBY CERTIFY THAT THE INSTRUMENT WAS  
FILED ON THE DATE AND TIME STAMPED HEREON BY  
ME AND WAS DULY RECORDED IN VOL. 1043  
PAGE 214-218, OF THE OFFICIAL PUBLIC RECORDS  
OF REAL PROPERTY OF LLANO COUNTY, TEXAS ON  
29 DAY OF Nov, 1999.



*Bette Sue Hoy*

BETTE SUE HOY, COUNTY CLERK  
LLANO COUNTY, TEXAS

VOL 1043 PAGE 218

14-01087

**THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS OF "SENDERA RIDGE, ON THE COLORADO"**

**STATE OF TEXAS**

**KNOW ALL MEN BY THESE PRESENTS**

**COUNTY OF LLANO**

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF "SENDERA RIDGE, ON THE COLORADO" is made on January 18, 2014 by the Sendera Ridge Property Owners Association, Inc., hereinafter referred to as the "Association".

Sendera Ridge, Ltd., as Declarant, previously filed for record a Declaration of Covenants, Conditions, Easements and Restrictions of "Sendera Ridge, On The Colorado" dated July 30, 1999, recorded in volume 1013, Page 131 et seq., of the Real Property Records of Llano County, Texas (herein sometimes referred to as "the Declaration", as amended in Volume 1013, Page 158 et seq. of the Real Property Records of Llano County, Texas, and Volume 1043, Page 214 et seq. of the Real Property Records of Llano County, Texas), providing for the establishment of certain covenants, conditions, easements and restrictions for certain real property located in Llano County, Texas, as described in the Declaration, known as "the Property", and which Declaration is incorporated herein by reference; and

The Association has succeeded to all of the rights of Sendera Ridge, Ltd. as Declarant under the Declaration, and now desires to further amend the Declaration on the terms and conditions set forth herein.

NOW, THEREFORE, the Association, having obtained the requisite approval for amendment of the Declaration, hereby adopts this Third Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions of "Sendera Ridge, On The Colorado", as follows:

Article II, Section 10, is hereby amended to include the following at the end:

Notwithstanding anything to the contrary in this Section, the ACC shall be governed by the applicable provisions of the Texas Property Code regarding solar energy devices in reviewing and approving or disapproving such devices.

Article II, Section 35, is hereby amended to include the following at the end:



Notwithstanding anything to the contrary in this Section, Owners may display signs advertising a political candidate or ballot item for an election which are otherwise in compliance with provisions of this Declaration and with applicable provisions of the Texas Property Code. Any such signs must be ground-mounted, must not contain any language, graphics, or any display that would be offensive to the ordinary person, and only one sign for each candidate or ballot items is allowed.

Article IV, Section 2, is hereby amended to add the following to the list of considerations:

- f) Requirements or prohibitions of applicable provisions of the Texas Property Code.

Article V, Section 4, is hereby amended to read in its entirety, as follows:

A member in Good Standing shall mean a member who is current with all dues and fees that have been properly assessed against the membership or the Lots or Tracts in the subdivision. A member not in Good Standing may not vote at any election provided for herein except for elections for directors and on any matter concerning such member's rights or responsibilities.

Article VII, Section 5, is hereby amended to include the following at the end:

Any foreclosure of an assessment lien against a Lot or Tract shall be in strict compliance with procedures, requirements and restrictions provided in applicable provisions of the Texas Property Code, including, but not limited to, judicial foreclosure by expedited legal proceedings.

Article VII, is hereby amended to add the following new section:

Section 9. Alternative Payment Plan Policy.

1. Eligibility: Any owner who has not defaulted under a previous payment plan during the past two years from the date a payment plan request is received by the Association shall be eligible for a payment plan under this Policy (a "Payment Plan").
2. Durations & Terms:
  - a. A Payment Plan shall have a minimum term of not less than 3 months;
  - b. A Payment Plan shall have a maximum term of 12 months, unless specifically approved by the Board;
  - c. Despite the foregoing, the Association may not allow a Payment Plan for any amount that extends more than 18 months from the date of the owner's request for a Payment Plan;

- d. Any eligible owner with a delinquent balance of \$300.00 or less shall be allowed, without deliberation by the Board, to pay that balance in up to 6 equal consecutive monthly installments, with the first payment due within 30 days of the approval of the Payment Plan;
  - e. Any eligible owner with a delinquent balance of more than \$300.00 shall be allowed, without deliberation by the Board, to pay that balance by paying: (1) a down payment of 25% of the balance within 30 days of the approval of the Payment Plan; and (2) paying the balance in up to 6 equal consecutive monthly installments.
  - f. Any owner may submit a request for a Payment Plan that does not meet the foregoing guidelines, along with any other information they wish the Board to consider, and the Board may approve or disapprove such Payment Plan, in its sole discretion; and
  - g. If an owner who is not eligible to receive a Payment Plan asks for a Payment Plan, then the Board shall be entitled to approve or disapprove a Payment Plan, in its sole discretion.
3. Execution: All Payment Plans must be in writing and signed by the owner entering into said Payment Plan.
4. Fees and Payment:
- a. All payments shall be due by the date specified in the Payment Plan;
  - b. Failure by an owner to make a payment by the time frame specified in the Payment Plan shall result in immediate default of said Payment Plan;
  - c. Additional monetary penalties will not accrue during the term of the Payment Plan. Notwithstanding the foregoing, interest as allowed under the Restrictions may continue to accrue during the term of the Payment Plan. The Association may provide an estimate of the amount of interest that will accrue during the term of the Payment Plan. Furthermore, the Association may charge an owner a reasonable cost for administering the Payment Plan (the "Administrative Costs"). Any Administrative Costs will be identified in the Payment Plan.
5. Default:
- a. Any owner who defaults under a Payment Plan shall remain in default until his/her entire account balance is brought current;
  - b. There is no opportunity to cure a default under a Payment Plan;
  - c. While an owner is in default of a Payment Plan issued pursuant to this Policy, payments by the owner shall be applied in the manner specified in the written payment plan agreement.

This policy shall supersede and render null and void any previously adopted payment plan policy to the extent that the terms of such policy are contradictory.

Article VII, Development of Subdivision, is hereby corrected to read Article VIII, Development of Subdivision.

Article XI, Section 2(b)(2), is hereby amended to read in its entirety, as follows:

Lot and Tract owners may cast one vote for each Lot or Tract owned. In no event shall more than one (1) vote per Lot and Tract be cast. A vote to amend this Declaration shall require an affirmative vote of at least sixty-seven percent (67%) of the Lot and Tract owners of the Subdivision either in person or by proxy. A vote to terminate this Declaration shall require an affirmative vote of at least seventy-five percent (75%) of the Lot and Tract owners of the Subdivision either in person or by proxy, and may only be had at the end of the initial term or at the end of any renewed term thereafter.

No owner not in Good Standing shall be entitled to vote except for elections of directors and on any matter concerning such owner's rights or responsibilities.

Sendera Ridge Property Owners Association, Inc.,  
a Texas non-profit corporation

By: [Signature]  
Ben Brigham, President

Date 2/28/14

ACKNOWLEDGEMENT

STATE OF TEXAS  
COUNTY OF ~~LLANO~~ TRAVIS

This instrument was acknowledged before me on this the 28<sup>TH</sup> day of FEBRUARY, 2014 by Ben Brigham, President of Sendera Ridge Property Owner's Association, Inc. a Texas non-profit corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF LLANO  
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Llano County, Texas.



BETTE SUE HOY  
COUNTY CLERK, LLANO CO, TEXAS  
VOL. 1549 PAGE 1999-2002  
RECORDED 3/5/14

FILED  
AT 11:49 O'CLOCK P  
ON THE 5 DAY OF  
MARCH A.D.  
2014.

BETTE SUE HOY  
COUNTY CLERK  
LLANO COUNTY, TEXAS

BY [Signature]  
DEPUTY

VOL. 1549 PAGE 2002

78609

28 PD

FOURTH AMENDMENT

14-01973

To The Declaration of Covenants, Conditions, Easements and Restrictions of "Sendera Ridge,  
On the Colorado"

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF LLANO

THIS FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF "SENDERA RIDGE, ON THE COLORADO" is made on January 18, 2014 by the Sendera Ridge Property Owner's Association, Inc. hereinafter referred to as the "Declarant".

Declarant has previously filed for record a Declaration of Covenants, Conditions, Easements and Restrictions of "Sendera Ridge, On The Colorado" dated July 30, 1999, recorded in volume 1013, Page 131 et seq, of the Real Property Records of Llano County, Texas (herein sometimes referred to as "the Declaration") and as amended in Volume 1013, Page 158 et seq of the Real Property Records of Llano County, Texas, providing for the establishment of certain covenants, conditions, easements and restrictions for certain real property located in Llano County, Texas, as described in the Declaration, known as "the Property", and which Declaration is incorporated herein by reference.

**Article II. Section 44. Financial Responsibility During Construction.**

At the time of approval of final building plans by the ACC, the property owner shall remit a non-refundable amount of thirty-five hundred dollars (\$3,500.00) to the Property Owner's Association Road Fund. However, should damage exceed that amount, property owner may be responsible for any additional repairs to road, gate or other existing structures or landscaping that is damaged during his/her construction project. Final approval of building plans will not be granted until such \$3,500.00 has been received by the POA.

Sendera Ridge Property Owners Association, Inc., a Texas non-profit corporation.

By: Ben Brigham

Ben Brigham, President

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF LLANO



This instrument was acknowledged before me on this the 10 day of APRIL, 2014 by BEN BRIGHAM of Sendera Ridge Property Owners Association, Inc. a Texas non-profit corporation, on behalf of said corporation.

Debbie L. Housner

Notary Public, State of Texas

VOL. 1550 PAGE 1619

## **ADDITIONAL PROPERTY OWNERS RULES AND REGULATIONS**

These Rules and Regulations are effective for all purposes as of January 1, 2009 for Sendera Ridge Property Owners.

WHEREAS, the Sendera Ridge Property Owners Association, Inc., a Texas non-profit corporation ("Sendera Ridge Association") has been duly formed under the laws of the State of Texas and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Sendera Ridge ("Sendera Ridge Declaration") of record in Volume 1013, Page 131, of the Official Public Records of Llano County, Texas, which Declaration applies to that certain real property known as Sendera Ridge on the Colorado, Units One and Two, a private subdivision on the Colorado ("Sendera Ridge Subdivision"), as more particularly described in plats of record at Volume 12, Page 61 and Volume 14, Page 53, respectively, in the Plat Records of Llano County, Texas (the "Sendera Ridge Plats").

These guidelines are not all inclusive and may be amended by ACC as needed pursuant to Article II Section 39 and Article IV section 4 of SENDERA RIDGE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS.

**THESE GUIDELINES ARE INTENDED TO SUPPLEMENT, NOT REPLACE,  
EXISTING DOCUMENTS.**

### **FOR WATERFRONT PROPERTY OWNERS**

1. Boat houses will be recessed behind existing river bank lines. There may be up to a maximum of 6 feet extension past retaining wall for any element of boat house (i.e. roof structure, PWC ramp, etc.).
2. Boat house enclosed storage areas/closets may not exceed 400 square feet, must be contiguous to boat house structure and conform to 'other permitted accessory building' requirements regarding materials and finishes (Article II, Section 4c).
3. No two story boat houses are allowed. Decks with no roof/cover are allowed on top of the boat stalls. Safety railings on decks may not exceed 42 inches in total height.
4. The covered portion of the boat house/storage area may not exceed 12 feet in total height from the base of the structure to the highest point of the roof line.
5. Swim platforms are limited to a maximum of 20 feet extension from the retaining wall and maximum of 25 feet in width. Any covered portion of the swim platform may not exceed 12 feet in total height from the base of the structure to the highest point of the roof line. The

roof of the platform may cover up to a maximum of 10 feet from retaining wall and 25 feet wide with open sides.

6. Waterfront lighting is only allowed sufficient for 'safety and enjoyment of property'. ACC will issue specific lighting directives if lights become an issue with adjoining property owners.

7. Boat houses and swim platforms must be constructed in conjunction with the main dwelling according to Sendera Ridge deed restrictions.

8. Set-back line from the waterfront for residences is 150 feet minimum unless special circumstances warrant closer, i.e. topography, etc.

#### **FENCE STANDARDS FOR ESCALAR DRIVE PROPERTY OWNERS**

9. Fence post shall be a minimum of 7" by 8' spaced every 10' along perimeter of tract.

10. Fence post shall have a minimum of 6' above ground level.

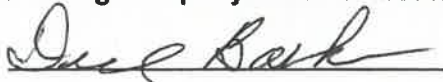
11. Fence shall be a minimum 5.5 ft non-climb wire fence.

12. Stone columns at a minimum every 100 ft along Escalar Dr. Stone columns shall be a minimum size of 2'x 2' x 6'.

13. Entry Gate: Stone columns shall be a minimum size of 3' x 3' x 7', gate shall be of good quality heavy wrought iron with a minimum height of 7'.

Sendera Ridge Property Owners Association Inc., a Texas non-profit corporation

By:

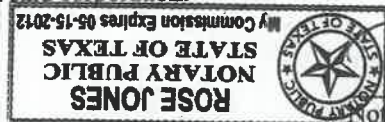


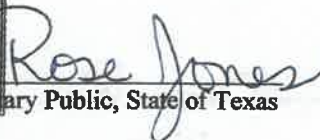
Dick Baskin President

#### **ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF LLANO

This instrument was acknowledged before me on this the 17<sup>th</sup> day of February, 2009, by Dick Baskin, President of Sendera Ridge Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



  
Rose Jones  
Notary Public, State of Texas

**ADDITIONAL PROPERTY OWNERS  
RULES AND REGULATIONS**

14-04588

These Rules and Regulations are effective for all purposes as of August 11, 2014 for Sendera Ridge Property Owners.

WHEREAS, the Sendera Ridge Property Owners Association, Inc., a Texas non-profit corporation ("Sendera Ridge Association") has been duly formed under the laws of the State of Texas and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Sendera Ridge ("Sendera Ridge Declaration") of record in Volume 1013, Page 131, of the Official Public Records of Llano County, Texas, which Declaration applies to that certain real property known as Sendera Ridge on the Colorado, Units One and Two, a private subdivision on the Colorado ("Sendera Ridge Subdivision"), as more particularly described in plats of record at Volume 12, Page 61 and Volume 14, Page 53, respectively, in the Plat Records of Llano County, Texas (the "Sendera Ridge Plats").

These guidelines are not all inclusive and may be amended by ACC as needed pursuant to Article II Section 39 and Article IV section 4 of SENDERA RIDGE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS.

**THESE GUIDELINES ARE INTENDED TO CLARIFY EXISTING DOCUMENTS.**

**FOR BUILDING HEIGHTS:**

The maximum height for any structure (residences, barns, storage buildings, detached garages, etc.) shall not exceed 26 ft. from top of the foundation. This will ensure uniformity on maximum building heights within Sendera Ridge.

Sendera Ridge Property Owners Association Inc., a Texas non-profit corporation

By: \_\_\_\_\_

President Ben Brigham

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF ~~ELLAM~~ TRAVIS

This instrument was acknowledged before me on this the 11 day of AUGUST, 2014, by Ben Brigham, President of Sendera Ridge Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said corporation.



\_\_\_\_\_  
Notary Public, State of Texas

**VOL. 1552 PAGE 4416**

STATE OF TEXAS  
COUNTY OF LLANO

I hereby certify that this instrument was FILED on  
the date and at the time stamped hereon by me and  
was duly RECORDED in the Volume and Page of  
the Official Public Records of Llano County, Texas.



*Bette Sue Hoy*

BETTE SUE HOY  
COUNTY CLERK, LLANO CO. TEXAS  
VOL. 1552 PAGE 4416-4417  
RECORDED 8-21-14

FILED  
AT 1:31 O'CLOCK PM  
ON THE 21 DAY OF  
Aug. A.D.  
2014.

BETTE SUE HOY  
COUNTY CLERK  
LLANO COUNTY, TEXAS

BY *Debbie Myer*  
DEPUTY

16  
PD

VOL. 1552 PAGE 4417



13-05428

**ADDITIONAL PROPERTY OWNERS  
RULES AND REGULATIONS**  
(Not applicable to water front lots)

These Rules and Regulations are effective for all purposes as of August 28, 2013 for Sendera Ridge Property Owners.

WHEREAS, the Sendera Ridge Property Owners Association, Inc., a Texas non-profit corporation ("Sendera Ridge Association") has been duly formed under the laws of the State of Texas and in accordance with that certain Declaration of Covenants, Conditions and Restrictions for Sendera Ridge ("Sendera Ridge Declaration") of record in Volume 1013, Page 131, of the Official Public Records of Llano County, Texas, which Declaration applies to that certain real property known as Sendera Ridge on the Colorado, Units One and Two, a private subdivision on the Colorado ("Sendera Ridge Subdivision"), as more particularly described in plats of record at Volume 12, Page 61 and Volume 14, Page 53, respectively, in the Plat Records of Llano County, Texas (the "Sendera Ridge Plats").

These guidelines are not all inclusive and may be amended by ACC as needed pursuant to Article II Section 39 and Article IV section 4 of SENDERA RIDGE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS.

**THESE GUIDELINES ARE INTENDED TO SUPPLEMENT, NOT REPLACE, EXISTING DOCUMENTS.**

**FOR STORAGE BUILDINGS:**

The maximum size for any storage building (metal, wood, heavy duty vinyl, etc.) shall be 144 sq. ft... Every effort should be made by the ACC to minimize visibility of storage buildings to other Lots/Tracts and street to protect investments made by Sendera Ridge property owners. There always exists the possibility that a property owner will be denied the request for a storage building because it will affect the view of the natural terrain, views and scenery from surrounding Lots/Tracts. Landscaping around the building with trees and large shrubbery may be required. The building shall have non-reflective finishes that harmonize with the natural surroundings. The roofs shall be a non-reflective dark green or brown to blend with trees and shrubbery. Each Lot/Tract may not have more than one storage building. This building can be built at time home is constructed or after home construction.

Buildings larger than 144 sq. ft. will be considered a detached garage. The garage shall be constructed with same materials as house (i.e. same exterior and roofing materials), following same guidelines and restrictions for house construction.

Steel horse barns may be considered on an individual basis.

Sendera Ridge Property Owners Association Inc., a Texas non-profit corporation

By: 

President Bud Brigham

*Bud Brigham*

**VOL. 1546 PAGE 2363**

ACKNOWLEDGMENT

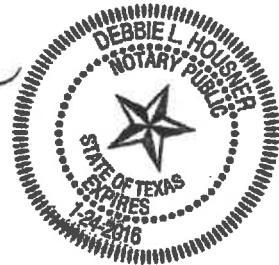
STATE OF TEXAS

COUNTY OF ~~LLANO~~

TRAVIS

This instrument was acknowledged before me on this the 3 day of SEPTEMBER 2013, by Ben M.  
President of Sendera Ridge Property Owners Association, Inc., a Texas non-profit corporation, on behalf of said  
corporation.

  
Notary Public, State of Texas

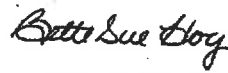


STATE OF TEXAS  
COUNTY OF LLANO

I hereby certify that this instrument was FILED on  
the date and at the time stamped hereon by me and  
was duly RECORDED in the Volume and Page of  
the Official Public Records of Llano County, Texas.

FILED  
AT 1:58 O'CLOCK P.M.  
ON THE 5 DAY OF  
Sept. A.D.  
2013.





BETTE SUE HOY  
COUNTY CLERK  
LLANO COUNTY, TEXAS

BETTE SUE HOY  
COUNTY CLERK, LLANO CO, TEXAS

BY   
DEPUTY

VOL. 146 PAGE 2364  
RECORDED 9-5-13

VOL. 1546 PAGE 2364

**COPY**

**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS  
AND RESTRICTIONS OF  
"SENDERA RIDGE, ON THE COLORADO"  
(Not Applicable to Water Front Lots)**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF LLANO

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF "SENDERA RIDGE, ON THE COLORADO" is made on November 24, 1999 by Sendera Ridge, Ltd., a Texas Limited Partnership, hereinafter referred to as the "Declarant";

Declarant has previously filed for record a Declaration of Covenants, Conditions, Easements and Restrictions of "Sendera Ridge, On The Colorado" dated July 30, 1999, recorded in Volume 1013, Page 131 et seq. of the Real Property Records of Llano County, Texas (herein sometimes referred to as "the Declaration") and as amended at Volume 1013, Page 158 et seq of the Real Property Records of Llano County, Texas, providing for the establishment of certain covenants, conditions, easements and restrictions for certain real property located in Llano County, Texas, as described in the Declaration, known as "the Property", and which Declaration is incorporated herein by reference; and,

WHEREAS, Declarant reserved the right from time to time to amend such Declaration prior to the subdivision of the Property, or the sale of any Lot or Tract in the subdivision, the subject of the Declaration; and

WHEREAS, Declarant wishes to amend the Declaration as to the Property the subject of the Declaration, provided that this amendment shall not apply to any portion of the Property subdivided or to be subdivided into water front property Lots fronting on Lake Lyndon B. Johnson, and as to such water front property Lots, the provisions of the original Declaration shall continue to apply as written.

The Declaration and this amendment are intended to ensure the best and highest use and most appropriate development of the Property; to protect the existing and future Owners of the Property against improper use of property in the planned subdivision of the Property by surrounding property owners within the subdivision; to preserve so far as practical, the natural beauty of the Property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable material; to encourage and secure the erection of attractive improvements on each Lot or Tract with appropriate locations to prevent haphazard and inharmonious improvements of Lots or Tracts; and in general to protect the natural environment and to provide for development of the highest quality to enhance the value of investments made by property Owners;

NOW THEREFORE, Declarant has and does hereby adopt this Second Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions of "Sendera Ridge, On The Colorado" dated July 30, 1999, as follows:

Declarant hereby declares that the Property and any Lot or Tract subdivided therefrom shall be held, sold and conveyed subject to the Declaration and its amendments, (except as herein expressly stated otherwise) and such covenants, conditions, easements and restrictions shall run with the Property and shall be binding on all parties having any right, title, or interest in or to the Property, and any part thereof or any Lot or Tract subdivided therefrom and including their heirs, executors, administrators, successors or assigns; and further shall constitute a mutual covenant and equitable servitude burdening each part of the Property and shall inure to the benefit of each Owner of the Property, or any part thereof or any Lot or Tract subdivided therefrom; and that each contract, or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the Declaration and its amendments regardless of whether or not the same are set out or referred to in said contract or deed.

Unless the content otherwise specifies or requires, the following words when used herein shall mean the following:

**Association** shall mean the Sendera Ridge, On the Colorado Property Owners Association to be formed in accordance with the Declaration.

**Architectural Control Committee**, sometimes referred to as the ACC, refers to the ACC to be initially appointed by Declarant and at a later date elected by the members of the Association as provided in the Declaration. To be formed for the review and approval of plans for the construction of improvements upon all property according to and subject to the Declaration.

**Declarant** shall mean Sendera Ridge, Ltd., a Texas Limited Partnership, its duly authorized representatives, it and their successors and assigns.

The following Sections of the Declaration, as they apply to non-waterfront Lots or Tracts within the Property, are hereby amended to read as follows:

## **ARTICLE II, GENERAL RESTRICTIONS:**

**Section 2. B. "Division of Tracts"**, is hereby amended for non-waterfront Lots or Tracts to the following:

"No Tract shall be resubdivided into smaller tracts less than five (5) acres by any Owner. This restriction shall not prevent a correction deed or other documents to resolve boundary disputes. In the event of multiple contiguous Tract ownership, the owner(s) may apply for replat as one Tract."

**Section 6. "Metal Storage Buildings and Other Structures",** is hereby amended for non-waterfront Lots or Tracts to the following:

"Metal storage buildings, barns and other similar structures, including prefabricated storage buildings, may be constructed or installed on a Lot or Tract, but in the interest of maintaining architectural conformity within the Subdivision, only with the prior written approval of the ACC."

**Section 11. "Building Location and Limitations",** is hereby amended for non-waterfront Lots or Tracts to the following:

"Locations of buildings and structures are subject to approval of the ACC. No building or structure located on any Lot or Tract shall be nearer than fifty (50') feet of any property line. In no event shall a building or structure be located in or on any easement described on a plat of the property subject to the Declaration, as amended, and recorded in the Llano County Plat Records, or as described in the Declaration, as amended and recorded in the Llano County Real Property Records. Special diligence will be exercised by the ACC to protect the views from surrounding structures."

**Section 15. "Driveways",** is hereby amended for non-waterfront Lots or Tracts to the following:

"All driveways shall be at least ten (10') feet in width and (other than the entry apron connecting to a subdivision street or road) shall be constructed with asphalt paving or crushed stone road base material (excluding caliche which may only be used as a base material to be promptly covered by asphalt or crushed stone). Declarant intends from time to time to pave roads within the bounds of the Property. All owners of a Lot or Tract who construct driveways subsequent to the paving of a subdivision street or road which fronts a Lot or Tract shall construct a paved asphalt or concrete entry apron extending from the Lot or Tract entrance or entry gate and which entry apron shall connect to the paved subdivision street or road fronting such Lot or Tract."

**Section 23. "Animals",** is hereby amended for non-waterfront Lots or Tracts to the following:

"A reasonable number of dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, unless otherwise approved by the Association. No feed lots for hogs, goats, sheep, livestock or poultry of any kind shall be maintained or kept on any Lot or Tract, except as provided below.

Permitted livestock and minimum acreage allocation are as follows:

Cattle: No more than 1 per 5 acres.

Horses, Mules and Donkeys: No more than 1 per 5 acres.

The natural offspring of a livestock animal unit shall not be counted as an animal unit until the offspring is more than one year in age.