

**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
BRIDLEWOOD RANCHES**

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THE STATE OF TEXAS     §  
                                  §     KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF HAYS        §

WHEREAS, River Chase Venture, Ltd., a Texas limited partnership, caused that certain Declaration of Covenants, Conditions and Restrictions Bridlewood Ranches dated September 24, 2002 to be filed of record in the Official Public Records of Real Property of Hays County, Texas, under Clerk's Document No. 02026907, Volume 2075, Page 512 *et seq.* (the "**Original Declaration**"), which Declaration subjects all of the property described by metes and bounds in Exhibit "A" and Exhibit "B" attached thereto to the easements, covenants, conditions and restrictions described in the Declaration; and

WHEREAS, the Declaration was amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions Bridlewood Ranches filed of record in the Official Public Records of Real Property of Hays County, Texas under Clerk's Document No. 06015495, Volume 2931, Page 860 *et seq.* (the "**First Amendment**"). The Original Declaration and the First Amendment are hereinafter referred to collectively as the "**Declaration**"; and

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, unless otherwise specified herein; and

WHEREAS, Article X, Section 10.2 of the Declaration entitled "Amendments" provides that the Declaration may be amended or changed, in whole or in part, at any time by the written agreement or by signed ballots voting for such amendment, of the Members having not less than two-thirds (2/3rds) of all of the votes in the Subdivision; and

WHEREAS, the Owners desire to amend the Declaration; and

WHEREAS, this Second Amendment Declaration of Covenants, Conditions and Restrictions Bridlewood Ranches (the "**Amendment**") has been approved by the Members of the Association entitled to cast not less than two-thirds (2/3rds) of the votes in the Subdivision.

NOW, THEREFORE, the Declaration is hereby amended as follows:

Article I, is amended to add a new Section 1.10 entitled "**Residential Lot**" to read as follows:

*Section 1.10 Residential Lot shall mean a Tract or Lot, other than Lot 1, defined as one Lot by the map or plat thereof recorded in the plat records of Hays County, Texas, encumbered by the Declaration, and restricted to use for single-family residential purposes.*

Article III, Section 3.01 entitled “**Single Family Residential Construction**” is hereby deleted in its entirety and replaced with the following:

*Section 3.01 Single Family Residential Purposes.*

*Tracts within the Subdivision shall be Residential Lots and may only be used for single family residential purposes. The Owner of a Residential Lot may construct the following structures on a Residential Lot: one (1) main residential dwelling (the “Dwelling”), one (1) guest house or servant house (the “Guest House”), and one (1) or more barns, sheds, storage buildings, or other similar structures (“Barns”). Notwithstanding anything contained herein, each such structure must be approved in writing by the Architectural Control Committee (the “ACC” or the “Committee” as defined in Article IV herein) prior to construction or modification. The term “single-family” as used herein shall refer not only to the architectural design of the Dwelling, Guest House, and Barn, but also to the permitted number of inhabitants, which shall be limited to a single family, as defined below.*

*Any building, structure or improvements constructed on any Residential Lot shall be completed as to the exterior finish and appearance within nine (9) months from the commencement date of such construction. The term "Dwelling" does not include either double wide or manufactured homes, or single wide mobile homes, or prefab houses regardless of whether the same are placed upon permanent foundation, and said homes are not permitted within the Subdivision. Dwellings must be built with new construction material.*

*One-story Dwellings must have at least two thousand (2,000) square feet of living area, and two-story Dwellings must have at least two thousand five hundred (2,500) square feet of living area, with at least one thousand two hundred fifty (1,250) square feet on the ground floor. Living area shall exclude porches and garages. Dwellings must have a garage. Detached garages may not be constructed on the Property prior to the main dwelling being built. Detached garages shall be of the same general construction as the Dwelling and must be suitable for not less than two (2) automobiles. All garages must face the side or rear Residential Lot line. No carports shall be allowed.*

*Guest Houses must contain no less than five hundred (500) square feet and no more than one-thousand eight hundred (1,800) square feet. Guest Houses must be built after or during construction of the Dwelling. Guest Houses must be of the same general*

construction as the Dwelling and are subject to the roofing and masonry requirements of Section 3.07 and 3.11 below. Guest Houses must have an approved septic system, electricity, and water.

Barns may be constructed on a Residential Lot prior to the construction of the Dwelling, provided such Barn is in a location and style that is unobtrusive and consistent with the overall ranch-style character of the Subdivision.

No Residential Lot may be occupied by more than one single family except as provided in Section 3.23 below. By way of illustration, the following is an example of an approved single family:

**RESIDENT 1 AND RESIDENT 2 RESIDE IN DWELLING.**

Additional approved residents are:

- a) children of either or both residents;
- b) no more than a total of 2 parents of the residents;
- c) one unrelated person; and
- d) one household employee.

It is not the intent of this provision to exclude from a Residential Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

Article III is amended to add a new Section 3.23 entitled “**Leasing**” to read as follows:

*Section 3.23 Leasing. It is permitted for an Owner to lease (as defined below) property in the Subdivision, so long as:*

- (a) *If no Owner resides in the Dwelling:*
  - (i) *occupants must lease the entire Residential Lot (including all land and improvements) to use as a residence; and*
  - (ii) *such occupants are prohibited from subleasing any portion of the Residential Lot;*
- (b) *If an Owner resides in the Dwelling:*
  - (i) *occupants must lease the entire Guest House to use as a residence;*
  - (ii) *no Owner may lease any other portion of the Residential Lot; and*
  - (iii) *such occupants are prohibited from subleasing any portion of the Residential Lot;*
- (c) *the term of the lease is greater than ninety (90) days;*

- (d) *the Owner and the occupants have the intent that the occupants remain on the Residential Lot, and that it become the occupants' place of residency and domicile; that is, that the occupants will make the Residential Lot or Guest House their home; and*
- (e) *the lease complies with all dedicatory instruments of the Association, including any leasing policy, rule, or regulation promulgated by the Board.*

*The term "leasing" as used herein means the occupancy of any portion of Residential Lot by any person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Uses such as short-term (less than ninety (90) days) leases, temporary or transient housing, hotel, motel, vacation rental, and bed and breakfast shall be considered "business use" and are expressly prohibited.*

*Leasing shall not be considered a "business use" provided that the Owner and any other Owners with whom such Owner is affiliated do not collectively lease or offer for lease more than one (1) Residential Lot or Guest House within the Subdivision at any given time. This provision shall not preclude the Association or an institutional lender from leasing any portion of a Residential Lot upon taking title following foreclosure of its security interest in the Residential Lot or upon acceptance of a deed in lieu of foreclosure.*

*No fraction or portion of any Residential Lot may be leased except as specifically provided herein. All leases must provide that they may be terminated in the event of a violation of the Declaration or the dedicatory instruments of the Association by an occupant or occupant's family, and the Board, in its sole discretion, may require termination of the lease by the Owner and eviction of the occupant in such event. Leases will not relieve the Owner from compliance with the Declaration or the dedicatory instruments of the Association.*

*The Board may promulgate policies or rules and regulations further governing the leasing of Residential Lots (including all land and improvements comprising the Residential Lot). All leases must be in writing and shall contain such terms as the Board may prescribe from time to time. The Board and the Association shall not be responsible for any loss, damage, or injury to any person or property arising out of authorized or unauthorized leasing.*

*It is not the intent of this provision to exclude from a Residential Lot any individual who is authorized to so remain by any state or federal law. If it is found that this provision is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.*

Article III, Section 3.14, entitled "Prohibition of Activities." is deleted in its entirety and replaced with the following:

*Section 3.14 Prohibition of Activities.*

1. *No trade or business may be conducted in or from any Residential Lot, except such use within a Dwelling or Guest House where (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling or Guest House; (b) the business activity conforms to all governmental requirements and other dedicatory instruments applicable to the Subdivision; (c) the business activity does not involve visitation to the Residential Lot or dwelling by clients, customers, suppliers or other business invitees or door-to-door solicitation within the Subdivision; and (d) the business activity is consistent with the residential character of the Subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents within the Subdivision, as may be determined in the sole discretion of the Board. Trade or business activity which complies with (a) through (d) above shall be referred to singularly or collectively as an "Incidental Business Use." At no time may an Incidental Business Use cause increased parking or traffic within the Subdivision. Any increased parking or traffic within the Subdivision as a result of an Incidental Business Use shall be deemed to be a violation of the dedicatory instruments of the Association. A day-care facility, home day-care facility, church, nursery, pre-school, beauty parlor, or barber shop or other similar facility is expressly prohibited.*

*The terms "business" and "trade" as used in this provision shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods for or to persons other than the resident's family, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does not generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Residential Lot or Guest House pursuant to the dedicatory instruments of the Association shall not be considered a trade or business within the meaning of this Section. Garage sales, attic sales, moving sales, or yard sales (or any similar vending of merchandise) conducted on any Residential Lot more than once per year shall be considered business activity and therefore prohibited. The Association may, but is not required to, adopt rules and regulations regarding such sales.*

*The property subject to these Restrictions, at the time the Restrictions were imposed, was under the 1-D-1 agricultural exemption for ad valorem tax valuation (as further discussed in Section 3.12 below). Uses of a Residential Lot consistent with such*

agricultural exemption shall not be considered a "business use" under this Section 3.14 if:

- (a) the use is currently on-going as of the date of the Second Amendment; or
- (b) the Owner submits a written request to the Association describing such use, and the Association approves in writing prior to beginning the use.

2. No vehicles displaying signs or advertising shall be permitted to be parked such that it can be seen from the street or from another Lot or Tract, other than service vehicles contracted by Owners to perform specific services. No vehicles with more than two axles shall be permitted to be parked or stored for a period in excess of twelve (12) hours per week in the Subdivision, without prior written permission of the Board, whose approval may be issued or withheld at its sole and absolute discretion.

3. No activity which constitutes a nuisance or annoyance shall occur on any Tract. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

4. Hunting is allowed if in accordance with state law and county regulations. Hunting during hunting season and only with Bows, Crossbows, and Shotguns shall be allowed. All other weapons and firearms are expressly prohibited. Target practice is expressly prohibited.

This Amendment shall be effective as of the date of recording in the Official Public Records of Real Property of Hays County, Texas. If any provision of this Amendment is found to be in conflict with the Declaration, this Amendment shall control. The Declaration, as hereby amended, is in all ways ratified, confirmed, and remains in full force and effect. This Amendment may only be amended by an amendment to the Declaration as provided therein.

IN WITNESS WHEREOF, pursuant to the authority in Article X, Section 10.02 of the Declaration, this Amendment has been approved by the Members of the Association entitled to cast not less than two-thirds (2/3rds) of the votes in the Subdivision.

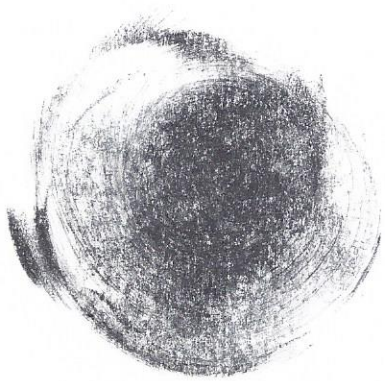
**BRIDLEWOOD RANCHES PROPERTY OWNERS ASSOCIATION**

Date: 12/12/2015

By: Carl Manley

Printed: CARL MANLEY

Its: President



**CERTIFICATION**

We, the undersigned, being at least a majority of the Board of Directors of the Bridlewood Ranches Property Owners Association, do each hereby certify that:

This instrument constitutes the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Bridlewood Ranches, Hays County, Texas; and

This instrument has been approved by the Members of the Association entitled to cast not less than two-thirds (2/3rds) of the votes in the Subdivision.

IN WITNESS WHEREOF, we have hereunto subscribed our names on the dates indicated below.

Date: 12/12/2015

By: Paul Manley

Printed: CARL MANLEY, DIRECTOR

Date: 12/12/2015

By: Susan B. Wilkinson

Printed: Susan B. Wilkinson, DIRECTOR

Date: 12/12/2015

By: Norman Lenz

Printed: Norman Lenz, DIRECTOR

Date: 12/12/2015

By: Stephen Eakin

Printed: STEPHEN EAKIN, DIRECTOR

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

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

Printed: \_\_\_\_\_, DIRECTOR



THE STATE OF TEXAS §  
  §  
COUNTY OF HAYS §

BEFORE ME, the undersigned notary public, on this 12 day of December, 2015 personally appeared the following directors of Bridlewood Ranches Property Owners Association:

Printed: Carl Mackey, DIRECTOR;

Printed: Susan B. Killcrist, DIRECTOR;

Printed: Norman Lenz, DIRECTOR;

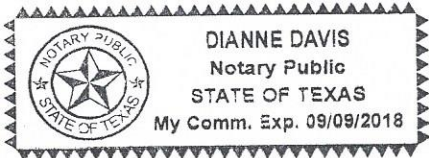
Printed: Stephen Eakin, DIRECTOR;

Printed: \_\_\_\_\_, DIRECTOR;

Each of whom is known to me to be the persons whose names are subscribed to this instrument, and each acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed

Dianne Davis

Notary Public - State of Texas



After Recording Return To:

Rick L. Barker  
Roberts Markel Weinberg Butler Hailey PC  
2800 Post Oak Blvd., Suite 5777  
Houston, Texas 77056