CLARIFICATION OF AND SECOND AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR PRADERA ESCONDIDA RANCH

THE STATE OF TEXAS §

COUNTY OF COMAL

§

§

KNOW ALL MEN BY THESE PRESENTS:

A. RECITATIONS

WHEREAS, by that certain Declaration of Covenants, Conditions, Easements and Restrictions (the "Declaration") for PRADERA ESCONDIDA RANCH (the "Subdivision"), dated July 7, 2021, and recorded in Document No. 202106037818 of the Official Public Records of Real Property of Comal County, EQUITIS SOLUTIONS, LLC (the "Declarant") subjected an 203.9 acre tract of land to the covenants, conditions, easements and restrictions described in the Declaration, which 203.9 acre tract of land is more particularly described in instrument recorded in Document No. 202006047363 of the Comal County Real Property Records, Comal County, Texas (the "Property")

WHEREAS, Declarant subdivided the Property into fifteen (15) tracts, each tract containing approximately thirteen (13) acres, more or less, said tracts being more specifically shown on the Land Plan attached to the Declaration as Exhibit B and incorporated herein for all purposes.

WHEREAS, Declarant platted a portion of the Property of record as follows:

Pradera Escondida Ranch Subdivision, Comal County, Texas, according to plat thereof recorded in Document No. 202106037815 of the Map and Plat Records of Comal County, Texas.

WHEREAS, the Declarant has determined that it is desirable and necessary to clarify and/or amend certain provisions of the Declaration as set forth hereinbelow, which clarifications and/or amendments are for the benefit of the overall development of the Pradera Escondida Ranch Subdivision.

CLARIFICATION NOW. THEREFORE, THIS SECOND OF AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF PRADERA ESCONDIDA RANCH (herein called the "Second Clarification") is made on the date hereinafter set forth, pursuant to the provisions of the Declaration, by EQUITIS SOLUTIONS, LLC. for the purpose of clarifying and amending certain terms of the Declaration. Unless otherwise specified herein, all terms and definitions contained in the Declaration shall have the same meaning in this Second Clarification.

B. CLARIFICATION AND AMENDMENTS

The following clarifications, amendments and/or additions are hereby made to the Declaration:

1. <u>Re-Subdivision</u>. Section 9 of Article III of the Declaration states that, "No Tract may be re-subdivided or conveyed or encumbered in a size **less** than the full dimensions shown on the originally recorded plat of the P.L.D. unit in which the Tract is located. In the event two or more Tracts are consolidated into one homesite, such consolidated homesite may not be resubdivided or conveyed or encumbered in sizes less than the dimensions reflected on its component Tracts on its original plat." This Section 9 shall be revised to read as follows, "No Tract may be re-subdivided or conveyed or encumbered in a size **less** than the full dimensions shown on the P.L.D. for the unit in which the Tract is located without the written consent of Declarant. In the event two or more Tracts are consolidated into one homesite, such consolidated homesite may not be re-subdivided or conveyed or encumbered into separate tracts of sizes less than 12.55 acres. Notwithstanding the foregoing, with the written consent of the Declarant, the total number of tracts included within Pradera Escondida Ranch Subdivision may be reduced and the total acreage from the removed tract(s) will be added to the acreage of the remaining Tract(s) in the Pradera Escondida Ranch Subdivision."

2. Animals. Section 11 of Article III of the Declaration states that "Normal household pets may be kept on a Tract, with the exception of swine. All pets must be restricted to the Tracts of their respective owners by fences or other enclosures, or by restraints, and not allowed to run at large. Pets may not be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor or noise. It is specifically understood and agreed that the owners of any pets kept on any Tract shall be strictly liable for any damages done to the property or person of any third party by such livestock or pets which may occur outside the Tract's fence lines." This Section 11 shall be revised to read as follows, "Normal household pets and/or livestock may be kept on a Tract, with the exception of swine. All pets and livestock must be restricted to the Tract(s) of their respective owners by fences, pens or other enclosures, or by restraints, and not allowed to run at large. Open grazing of livestock on Tract(s) is strictly prohibited. Livestock shall be kept in pens or other enclosures within the Tract's perimeter fence lines. Pets and/or livestock may not be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor or noise. It is specifically understood and agreed that the owners of any pets and/or livestock kept on any Tract shall be strictly liable for any damages done to the property or person of any third party by such livestock or pets which may occur outside the Tract's perimeter fence lines."

3. <u>Guest Houses and Out Buildings</u>. Section 3.11 of the Master Design Guidelines which are attached to the Declaration as Exhibit "A" states that, "Such structures are encouraged and may be attached by covered links or be detached but should be in the same general architectural style and material as the residence. Use walls, patios, courtyards, or landscape elements to visually relate detached buildings to the main residence. Separating activities or spaces from the main residence allows their advantage of alternative views, can give privacy, and provide architectural complexity to otherwise simple forms. Out buildings must comply with all

regulations and will be subject to these Architectural guidelines." This Section 3.11 shall be revised to read as follows: "Such structures are encouraged and may be attached by covered links or be detached but should be in the same general architectural style and material as the main residence and shall be limited in size to sixty-five percent (65%) of the square footage of the main residence. Use walls, patios, courtyards, or landscape elements to visually relate detached buildings to the main residence. Separating activities or spaces from the main residence allows their advantage of alternative views, can give privacy, and provide architectural complexity to otherwise simple forms. Out buildings must comply with all regulations and will be subject to these Architectural guidelines."

C. MISCELLANEOUS:

1. <u>Binding Effect</u>. Except as specifically clarified or modified hereby, all other terms, conditions, easements, restrictions and covenants contained in the Declaration of Covenants, Conditions, Easements and Restrictions for PRADERA ESCONDIDA RANCH shall remain in full force and effect as therein written. This Clarification shall insure to the benefit of, and be binding upon, the Declarant and its successors and assigns; and shall be deemed to be covenants running with title to all Tracts within Pradera Escondida Ranch Subdivision and to all tracts thereto, and any tracts which may be annexed into the Pradera Escondida Ranch Subdivision in the future.

2. <u>Multiple Counterparts</u>. This instrument may be executed in multiple counterparts, no one of which need be executed by all parties for whom it has been prepared. Separate counterparts this executed shall together constitute one and the same agreement. In the interest of facilitating the recording of this instrument thus executed in multiple counterparts, each executing party authorized the removal of signature and acknowledgement pages and the reassembly of the same into one or more documents composed of one copy of the substantive portions of this instrument attached to multiple separately executed signature and acknowledgement pages.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

DECLARANT:

EQUITIS SOLUTIONS, LLC

By: ______ Kelly Knight, President

STATE OF TEXAS § \$ COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by KELLY KNIGHT, President of EQUITIS SOLUTIONS, LLC, a Texas limited liability company, on its behalf.

Notary Public in and for the State of Texas

APPROVED BY MASTER DESIGN COMMITTEE:

The undersigned Members of the Master Design Committee hereby approve the provisions of the Clarification.

Kelly Knight

Angela Turner

Robert O. Switzer

STATE OF TEXAS § S COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Kelly Knight.

Notary Public in and for the State of Texas

STATE OF TEXAS § § COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April 2022, by Angela Turner.

Notary Public in and for the State of Texas

STATE OF TEXAS § § COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Robert O. Switzer.

Notary Public in and for the State of Texas

AFTER RECORDING PLEASE RETURN TO: Equitis Solutions, LLC c/o Kelly Knight, President 9676 Canyon Mist San Antonio, Texas 78023

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms and provisions of this Clarification of and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: **GFT SFI, LLC**

By: ____

Roger Grove, President

STATE OF ______ § SCOUNTY OF ______ §

This instrument was acknowledged before me on the ____ day of April, 2022, by Roger Grove, Manager of GFT SFI, LLC, a California limited liability company, on its behalf.

NOTARY PUBLIC, State of Texas

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms and provisions of this Clarification of and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: Equitis Solutions, LLC

By: _

Kelly L. Knight, President

STATE OF TEXAS § S COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Kelly L. Knight, President of Equitis Solutions, LLC, a Texas limited liability company, on its behalf.

NOTARY PUBLIC, State of Texas

Tracts 11 and 14

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms and provisions of this Clarification of and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner:

Manuel Salinas

Anna Salinas

STATE OF TEXAS § § COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Manual Salinas.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS § S COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Anna Salinas.

NOTARY PUBLIC, State of Texas

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms and provisions of this Clarification of and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: Artesilla Ranch I, LLC

By: _

Kelly L. Knight, President

STATE OF TEXAS § S COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Kelly L. Knight, President of Artesilla Ranch I, LLC, a Texas limited liability company, on its behalf.

NOTARY PUBLIC, State of Texas

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms and provisions of this Clarification of and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: Artesilla Ranch II, LLC

By: _

Kelly L. Knight, President

STATE OF TEXAS § S COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Kelly L. Knight, President of Artesilla Ranch II, LLC, a Texas limited liability company, on its behalf.

NOTARY PUBLIC, State of Texas

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms and provisions of this Clarification of and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

> Tract Owner: Artesilla Ranch IV, LLC

By: ______Kelly L. Knight, President

STATE OF TEXAS § § § **COUNTY OF BEXAR**

This instrument was acknowledged before me on the _____ day of April, 2022, by Kelly L. Knight, President of Artesilla Ranch IV, LLC, a Texas limited liability company, on its behalf.

NOTARY PUBLIC, State of Texas

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms and provisions of this Clarification of and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner:

Michael F. Mullen

Karen M. Mullen

STATE OF TEXAS § § COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Michael F. Mullen.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS § § COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Karen M. Mullen.

NOTARY PUBLIC, State of Texas

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms and provisions of this Clarification of and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: Artesilla Ranch VI, LLC

By: _

Kelly L. Knight, President

STATE OF TEXAS § S COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Kelly L. Knight, President of Artesilla Ranch VI, LLC, a Texas limited liability company, on its behalf.

NOTARY PUBLIC, State of Texas

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms and provisions of this Clarification of and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: Artesilla Ranch VII, LLC

By: _

Kelly L. Knight, President

STATE OF TEXAS § S COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Kelly L. Knight, President of Artesilla Ranch VII, LLC, a Texas limited liability company, on its behalf.

NOTARY PUBLIC, State of Texas

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms and provisions of this Clarification of and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: Artesilla Ranch VIII, LLC

By: _

Kelly L. Knight, President

STATE OF TEXAS § S COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Kelly L. Knight, President of Artesilla Ranch VIII, LLC, a Texas limited liability company, on its behalf.

NOTARY PUBLIC, State of Texas

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms and provisions of this Clarification of and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner:

Jeanne Parnell Douglas

STATE OF TEXAS § SCOUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Jeanne Parnell Douglas.

NOTARY PUBLIC, State of Texas

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms and provisions of this Clarification of and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner:

Grant Douglas

Shelby Douglas

STATE OF TEXAS § § COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Grant Douglas.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS § § COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Shelby Douglas.

NOTARY PUBLIC, State of Texas

Tract 13

{00571951;2}

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms and provisions of this Clarification of and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner: Artesilla Ranch XI, LLC

By: _

Kelly L. Knight, President

STATE OF TEXAS § S COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Kelly L. Knight, President of Artesilla Ranch XI, LLC, a Texas limited liability company, on its behalf.

NOTARY PUBLIC, State of Texas

The undersigned Tract Owner hereby consents, ratifies and agrees to the terms and provisions of this Clarification of and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Pradera Escondida Ranch, in Comal County, Texas.

Tract Owner:

Michael Kent Franklin

Stacey Franklin

STATE OF TEXAS § S COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Michael Kent Franklin.

NOTARY PUBLIC, State of Texas

STATE OF TEXAS § § COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of April, 2022, by Stacey Franklin.

NOTARY PUBLIC, State of Texas

Tract 15

{00571951;2}