

SCANNED

96- 0070136

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
OF  
SENDERO RANCH  
BEXAR COUNTY, TEXAS

BEST  
COPY

THE STATE OF TEXAS       §  
COUNTY OF BEXAR       §

THIS SECOND AMENDMENT to the DECLARATION is made on the date hereinafter set forth pursuant to the provisions of Section 2(d) of Article III of the Declaration by SENDERO RANCH DEVELOPMENT, LTD., hereinafter referred to as "Declarant", and by the Owners who have joined in the execution hereof, for the purpose of amending that First Amendment to the Declaration dated October 25, 1994, recorded in Volume 6241, Pages 897-918 of the Real Property Records of Bexar County, Texas, (the First Amendment to the Declaration being herein referred to as the "Declaration"). Unless otherwise specified herein, all terms and definitions contained in the Declaration shall have the same meaning in this Second Amendment.

AMENDMENTS

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

1. The following paragraph is hereby added as a new paragraph at the end of Section 1 (entitled "Subdivision Plat") of Article II of the Declaration:

The recorded Subdivision Plat of one or more units of the Subdivision contains or may contain the following dedication thereon:

"The owner of the land shown on this plat and whose name is subscribed hereto, and in person or through a duly authorized agent dedicates to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purpose and consideration therein expressed."

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sinkholes. If he completes the purchase of a Lot, such Lot Owner agrees that such purchase shall evidence the fact that he or a professional inspector acting on his behalf has made an inspection to determine the location of any such caves and/or sinkholes.

**Section 2. Site Improvements.** Each prospective Lot Owner is hereby notified that the streets in the Subdivision are not public streets, but are private streets within a Planned Unit Development and are not as wide as public streets. After they have been completed and approved by the City of San Antonio, the streets shall be conveyed to the Association, which shall have the responsibility for maintaining them. Although there is a fifty foot (50') street right-of-way indicated on the Subdivision Plat, the paved area generally is limited to twenty feet (20') and the shoulders to one foot (1'). However, from time to time where there is an esplanade within the street, the paved area has been reduced to fifteen feet (15'). In order to maintain the aesthetics of a rural subdivision and the ambience of country lanes, the Declarant has made a concerted effort to preserve native trees along the streets wherever possible. These are sometimes located within the unpaved portion of the street right-of-way. Each prospective Lot Owner should carefully note the width of the paved portion of the streets, the proximity of trees to pavement, and the location of trees within various esplanades. In completing the purchase of a Lot, the Owner specifically agrees that such purchase shall evidence the following:

- (i) his acknowledgement of the narrow nature of the streets within the Subdivision,
- (ii) his acknowledgement of the proximity of the trees to the pavement,
- (iii) his assumption of the risk for himself, his family, guests and all other invitees for whom he may legally do so of driving on narrow streets among trees, without, however, subjecting himself to the claims of invitees as third-party beneficiaries of such agreement,
- (iv) his agreement to drive on such streets in a safe manner, given the particular weather conditions that may exist from time to time, in accordance with all traffic laws, rules and regulations of the State of Texas (the same as if they pertained to private streets), in accordance with all posted traffic signs and warnings and rules and regulations of the Association, and in accordance with the terms of the Declaration, as it may be amended from time to time, and

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(v) his release, to the fullest extent permitted by law, of Declarant, Declarant's partners, officers, directors, contractors, employees and agents from any liability any of them might otherwise incur to the Owner and/or the Owner's family, guests and other invitees arising out of or in connection with the narrowness of the paved portion of the streets of the subdivision or the location of trees within the unpaved portion of the street rights-of-way.

Each prospective Lot Owner also is notified that the drainage ditches, culverts and other drainage facilities within the Subdivision are not publicly owned, but are privately owned. Once they have been completed, the drainage facilities located within the road rights-of-way shall be conveyed to the Association, which shall have the responsibility for maintaining them. Each prospective Lot Owner should carefully note the location of the drainage facilities and of any creek beds and 100 year flood plain areas. In completing the purchase of a Lot, the Owner specifically agrees that such purchase shall evidence the following:

(i) his acknowledgement that the drainage ditches, culverts and other drainage features of the Subdivision are not owned by a public entity, but shall be owned and maintained by the Association,

(ii) his acknowledgment that he has carefully checked the Plat of the Lot to determine if any of the Lot is affected by a creek bed or a 100 year flood plain area,

(iii) his assumption of the risk for himself, his family, guests and all other invitees for whom he may legally do so of owning property subject to such drainage facilities, creek beds and 100 year flood plain areas and knowing the location thereof, without, however, subjecting himself to the claims of invitees as third-party beneficiaries of such agreement,

(iv) his agreement to refrain from unsafe conduct in the proximity of such drainage facilities, creek beds and 100 year flood plain areas and to carefully supervise the conduct of any children for whom he is responsible who may be in or near such drainage facilities, creek beds and 100 year flood plain areas, and

(v) his release, to the fullest extent permitted by law, of Declarant, Declarant's partners, officers, directors, contractors, employees and agents from any liability any of them might otherwise incur to the Owner and/or the Owner's family, guests and other invitees to the Lot arising out of or in connection with his or their unsafe conduct in the proximity of such drainage facilities, creek beds or 100 year flood plain areas.

**Section 3. "AS IS, WHERE IS".** Each prospective Lot Owner acknowledges that, other than those expressly stated herein, Declarant, its officers, employees, brokers and salesmen, make no express or implied warranties as to the condition of the Lot, the common elements, nor the Subdivision itself. Each prospective Lot Owner is responsible for

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(ii) his agreement to waive any claim that he may have in the present or the future, whether known or unknown, against Declarant, Declarant's partners, officers, directors, contractors, employees and agents arising out of the existence within the subdivision of narrow streets, trees within the unpaved portion of street rights-of-way, creek beds, 100 year flood plain areas, drainage facilities, caves and/or sinkholes, and

(iv) his agreement to indemnify and hold harmless Declarant, Declarant's partners, officers, directors, contractors, employees and agents from and against any claim that such Lot Owner or any heir or assign of such Lot Owner might bring against any of them in contravention of his agreements contained in this sentence.

Section 4. Water Pollution Abatement Plan. Each prospective Lot Owner is hereby notified that the Subdivision is located in the Edwards Aquifer Recharge Zone and that it is subject to an approved WATER POLLUTION ABATEMENT PLAN (the "Plan") which was required under the EDWARDS AQUIFER RULES of the TEXAS NATURAL RESOURCE CONSERVATION COMMISSION (the "TNRCC"). Each prospective Lot Owner should obtain a copy of the letter of approval of the Plan by the TEXAS NATURAL RESOURCE CONSERVATION COMMISSION. The letter of approval requires that each Lot buyer be informed about best management practices of pesticide and fertilizer application and be provided at Closing the most currently available edition of (1) the Edwards Underground Water District Pest Control Recommendations (which currently is entitled, "What's Bugging You? A Guide to the Use of Pesticides Over the Edwards Aquifer Recharge Zone") and (2) the Texas Agriculture Extension Service's Protection of Groundwater from Fertilizers and Pesticides bulletin. The letter of approval requires that the Owners of Lots which contain "aquifer recharge feature easements" or recharge features identified on the geologic map be notified in writing that septic tanks and septic tank drainfields shall not be allowed within 75 feet (75') of the "aquifer recharge feature easements" or other recharge features identified on the geologic map. Lots 10 and 11 in Unit 1 and Lots 39, 40, 41, 67 and 68 in Unit 3 have "aquifer recharge feature easements". No other lots in Unit 1 or Unit 3 have any other recharge features identified on the geologic map. The Declarant hereby transfers to each Owner the responsibility for complying with the provisions and special conditions of the Letter of Approval, as it may be modified from time to time, insofar as such provisions and special

conditions cover the respective Lot(s) owned by each Owner; and by acceptance of a Deed to the Lot, the Owner shall thereby assume responsibility for meeting all provisions and specific conditions of the letter of approval insofar as they pertain to his respective Lot(s).

4. The following sections are hereby added to Article X of the Declaration:

**Section 7. Titles.** The titles, headings and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration or any part thereof.

**Section 8. Governing Law.** This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas. All acts required or permitted to be performed hereunder are performable in Bexar County, Texas. Any action brought to enforce or construe the terms or provisions hereof or to enjoin or require the performance of any act in connection herewith shall be brought in a court of competent jurisdiction sitting in Bexar County, Texas.

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**Section 9. Interpretation.** If this Declaration or any word, clause, sentence, paragraph, or other part thereof shall be susceptible of more than one or conflicting interpretations, then the interpretation which is most nearly in accordance with the general purposes and objectives of this Declaration shall govern. If any provision of the Declaration should be determined to be invalid, illegal or otherwise unenforceable, such provision shall be severable from the remainder of the Declaration and the validity, legality and enforceability of the remainder shall not be adversely affected or impaired thereby and shall remain in full force and effect.

**Section 10. Omissions.** If any punctuation, word, clause, sentence or provision necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such





Any person who...  
State of Texas...  
County Clerk...  
Public Property of Bexar County, Texas

Filed for Record in  
BEXAR COUNTY, TX  
GERRY RICHMOND, COUNTY CLERK

*JA*

On May 13 1996  
At 4:44pm

Receipt #: 221932  
Recording: 17.00  
Doc/Inst: 6.00

Doc/Inst: 1 26- 0078136  
Deputy - Jane Hernandez

MAY 13 1996



*Gerry Richmond*  
COUNTY CLERK, BEXAR COUNTY, TEXAS

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