

OFFICIALLY RECORDED

Governing Documents

Sendera Ranch Property Owners Association

Continuity Binder

April 2015 - April 2016

GENERAL ADMIN

ARTICLES OF
INCORPORATION

BY-LAWS

INSTRUMENTS

PAYMENTS

RECORDS

PROPERTY OWNERS' ASSOCIATION MANAGEMENT CERTIFICATE

This Property Owners' Association Management Certificate is being recorded by Sendera Ranch Property Owners Association, Inc. (the "Association") On or about January 7, 1993, Filed under Clerk's File No. 9331525, 847-01-0764 through 847-01-0785, Real Records of Montgomery County, Texas, together with any other filings of records (if any).in compliance with the terms of Chapter 209 of the Texas Property Code, and supersedes any prior management certificate filed by the Association. The Association submits the following additional information:

<u>Declaration and Name of Subdivision</u>	<u>Recording Data for Declaration</u>	<u>Recording Data for Subdivision</u>
First Amended Sendera Ranch Architectural Control Committee Building and Lot Maintenance Guidelines and Fence Policies	2007009564	As stated in said Amendment
Change of Registered Agent/Registered Office	128759101	As stated in said Document
Declaration of Covenants, Conditions and Restrictions Sendera Ranch, Section 1	9301525	As stated in said Declaration
Amendments to Declarations of Covenants, Conditions and Restrictions Sendera Sections 1 and 2	2002129695	As stated in said Amendment
Articles of Incorporation of Sendera Ranch Property Owners Association	9014100212	As stated in said Document
Records Retention Policy	2013098039	As stated in said Policy
Bylaws of Sendera Ranch Property Owners Association	451112184	As stated in said Document
Articles of Incorporation	PI145-2013128829-7	As stated in said Articles

Name and Mailing Address for Association

Sendera Ranch Property Owners Association, Inc.
c/o Principal Management Group of Houston
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

Name and Mailing Address of Person Managing the Association or its Designated Representative

Principal Management Group of Houston
Michael Hessel, Manager
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

Telephone Number to contact the Association

(713) 329-7100

Executed on this the 10 day of January, 2014.

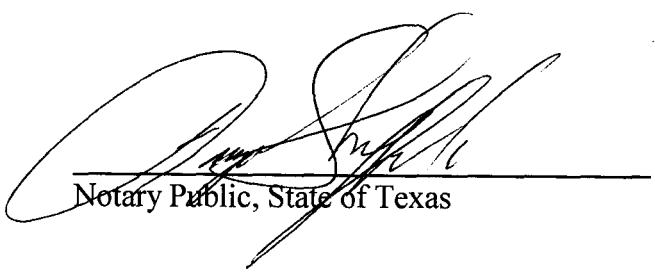
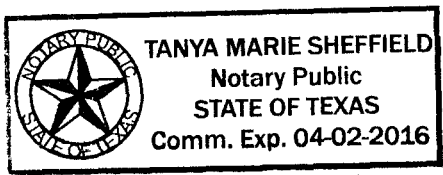
Sendera Ranch Property Owners Association,
Inc., acting by and through its managing
agent, Principal Management Group of
Houston



Michael Hessel, Manager

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 10th day of January, 2014, by Michael Hessel, the Manager with Principal Management Group of Houston, the managing agent for Sendera Ranch Property Owners Association, Inc., a Texas nonprofit corporation, on behalf of such corporation.


Notary Public, State of Texas

When recorded return to:
Principal Management Group of Houston
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

FILED FOR RECORD

01/15/2014 2:33PM

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

01/15/2014



Mark Tumbull

County Clerk
Montgomery County, Texas

PROPERTY OWNERS ASSOCIATION MANAGEMENT CERTIFICATE

LT1-1-2010071365-1

- 1. NAME OF SUBDIVISION: Sendera Ranch
- 2. NAME AND ADDRESS OF ASSOCIATION: Sendera Ranch Property Owners Association, Inc.
% Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041-5179
- 3. RECORDING DATA FOR SUBDIVISION: Cabinet G, Sheets 88A, 88B & 89A of the Maps Records of Montgomery County, Texas.
- 4. RECORDING DATA FOR ASSOCIATION DECLARATION:

NAME OF INSTRUMENT: Declaration of Covenants, Conditions and Restrictions

RECORDING INFORMATION: On or about January 7, 1993 File No. 9331525, 847-01-0764 through 847-01-0785, Real Records of Montgomery County, Texas, together with any other filings of records (if any).
- 5. MAILING ADDRESS OF THE ASSOCIATION, OR NAME AND MAILING ADDRESS OF THE PERSON OR ENTITY MANAGING THE ASSOCIATION:

Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041-5179

Phone: (713) 329-7100

- 6. OTHER INFORMATION THE ASSOCIATION CONSIDERS APPROPRIATE:

Prospective purchasers are advised to independently examine the Declaration, By-Laws, and all other governing documents of Association, together with obtaining an official Resale Certificate and performing a comprehensive physical inspection of the lot/home and common areas, prior to purchase.

Signed this 30th day of July, 2010.

Sendera Ranch Property Owners Association, Inc.

By: Stacy Jimenez
Duly Authorized Agent - Stacy Jimenez

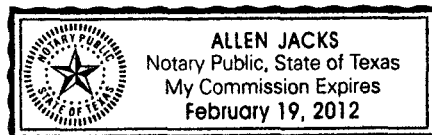
STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on July 31, 2010, by Stacy Jimenez , duly authorized agent for Sendera Ranch Property Owners Association, Inc. , on behalf of said association.

LT2-2

Allen Jacks
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Principal Management Group
Attn: Stacy Jimenez
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041-5179



FILED FOR RECORD

08/13/2010 1:53PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

08/13/2010



County Clerk
Montgomery County, Texas

CORPORATE CERTIFICATE
SENDERA RANCH PROPERTY OWNERS ASSOCIATION

The undersigned certifies that he is the Attorney-in-Fact for Sendera Ranch Property Owners Association (the "Association"). The Association is the property owners' association for Sendera Ranch, a subdivision in Montgomery County, Texas, according to the map or plat thereof recorded in the Map Records of Montgomery County, Texas.

The Association is a Texas non-profit corporation, attached to this certificate is a true and correct copy of the **Articls of Incorporation of Sendera Ranch Property Owners Association.**

Signed this 2nd day of December, 2013.

SENDERA RANCH PROPERTY OWNERS ASSOCIATION

By: 
BRYAN P. FOWLER, Attorney-in-Fact

STATE OF TEXAS §

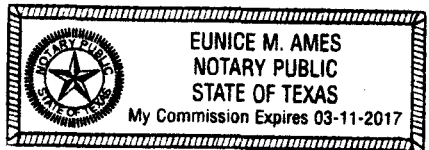
COUNTY OF MONTGOMERY §

SWORN TO AND SUBSCRIBED BEFORE ME on the 2nd day of December, 2013, by BRYAN P. FOWLER, Attorney-in-Fact for SENDERA RANCH PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.

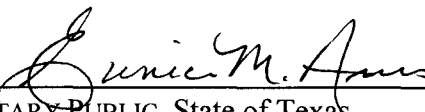

NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

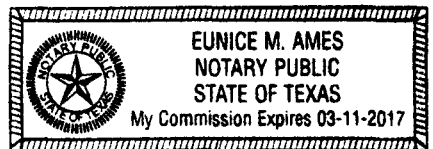


This instrument was acknowledged before me on 2nd day of December, 2013, by BRYAN P. FOWLER, Attorney-in-Fact for SENDERA RANCH PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation, on behalf of said corporation.


NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:

Bryan P. Fowler
The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301



PI145-2013128829-7

9 0 1 7 4 1 0 0 2 1 2

ARTICLES OF INCORPORATION OF SENDERA RANCH PROPERTY OWNERS ASSOCIATION	FILED In the Office of the Secretary of State of Texas OCT 25 1993 Corporations Section
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We, the undersigned natural persons over the age of eighteen (18), acting as incorporators, adopt the following Articles of Incorporation of the SENDERA RANCH PROPERTY OWNERS ASSOCIATION (referred to as the "Corporation") under the terms of the Texas Non-Profit Corporation Act (referred to as the "Act"):

ARTICLE 1

NAME

The name of the Corporation is the SENDERA RANCH PROPERTY OWNERS ASSOCIATION.

ARTICLE 2

NONPROFIT CORPORATION

The Corporation is a nonprofit corporation. Upon dissolution, all of the Corporation's assets shall be distributed to the State of Texas or to an organization exempt from taxes under the Internal Revenue Code Section 501 (c) (3) for one or more purposes that are exempt under the Texas franchise tax.

ARTICLE 3

DURATION

The period of the duration of the Corporation shall be perpetual.

ARTICLE 4
PURPOSES

The purposes for which the Corporation is organized are as follows:

- A. To manage and maintain any and all common areas, streets, alley ways, parks, lakes, or otherwise generally accessible areas in any units of the SENDERA RANCH Subdivision of Montgomery County, Texas, such sections of the SENDERA RANCH Subdivision all being created out of the certain tract or parcel of land in Montgomery County, Texas, and being the same property described in a Deed from CHAMPION REALTY CORPORATION, a Delaware corporation to PROPERTIES OF THE SOUTHWEST, INC. dated filed for record at Vol. 211, Page 167 of the Real Records of Montgomery County, Texas;
- B. To promote a community spirit and neighborly cooperation among all of the residents of SENDERA RANCH Subdivision, and to take such steps as may be necessary of appropriate for the promotion, protection, and care of any and all occupied and unoccupied lots in SENDERA RANCH Subdivision;
- C. To supervise, enforce, and comply with all of the restrictive covenants and conditions as may be imposed upon any of the lot owners of the lots located in any of the sections of the SENDERA RANCH Subdivision, as above described;
- D. To enter into any agreements, documents, and things whatsoever, as may be incidental or appropriate to the carrying out of the foregoing purposes, including the hiring of any and all employees, agents, security guards, accountants, attorneys, or other parties as may be necessary or appropriate;
- E. Such additional powers as needed to do everything as determined by the bylaws and by the Board of Directors of the Corporation, as such acts are authorized by the Texas Non-Profit Corporation Act, as is now in force, as the same may be from time to time hereafter amended.

ARTICLE 5
MEMBERSHIP

The Corporation shall have one or more classes of members as provided in the bylaws of the Corporation.

ARTICLE 6
INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation is 8640 FM 1488 Magnolia, Texas 77355. The name of the initial registered agent at the office is Charles D. Patterson.

ARTICLE 7
BOARD OF DIRECTORS

The qualifications, manner of selection, duties, terms and other matters relating to the Board of Directors shall be provided in the bylaws. The initial Board of Directors shall consist of three persons. The number of directors may be increased or decreased by amendment of the bylaws. In electing directors, members may be permitted to cumulate their votes by giving one candidate as many votes as the number of directors to be elected or by distributing the same number of votes among any number of candidates. The initial Board of Directors shall consist of the following persons at the following addresses:

<u>NAME OF DIRECTORS</u>	<u>STREET ADDRESS</u>
Charles D. Patterson	R.R. 12, Wimberley Mtn. Plaza #2 Wimberley, Texas 78676
William Henry Harris	8640 FM 1488 Magnolia, Texas. 77355
Roderick L. Broussard	8640 FM 1488 Magnolia, Texas 77355

ARTICLE 8

LIMITATION ON LIABILITY OF DIRECTORS

A director is not liable to the Corporation or members for monetary damages for an act or omission in the director's capacity as director, except to the extent otherwise provided by a statute of the State of Texas.

ARTICLE 9

INDEMNIFICATION

The Corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in litigation or other person related to the Corporation as provided by the provisions in the Act governing indemnification. As provided in the bylaws, the Board of Directors shall have the authority to define the requirements and limitations for the Corporation to indemnify directors, officers, members or other related to the Corporation.

ARTICLE 10

CONSTRUCTION

All references on these Articles of Incorporation to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time.

**ARTICLE 11
INCORPORATORS**

The name and street address of each incorporators is:

<u>NAME OF INCORPORATOR</u>	<u>STREET ADDRESS</u>
Charles D. Patterson	R.R. 12, Wimberley Mtn. Plaza #2 Wimberley, Texas 78676
William Henry Harris	8640 FM 1488 Magnolia, Texas 77355
Roderick L. Broussard	8640 FM 1488 Magnolia, Texas, 77355

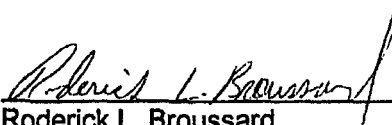
We executed these Article of Incorporation on this 21st day of October, 1993.



Charles D. Patterson



William Henry Harris



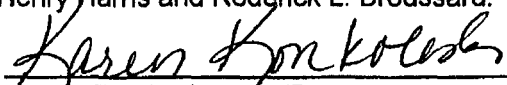
Roderick L. Broussard

ACKNOWLEDGMENT

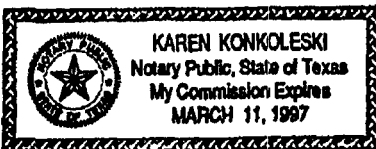
STATE OF TEXAS)(

COUNTY OF MONTGOMERY)(

This instrument was acknowledge before me on this the 21st day of October, 1993, by Charles D. Patterson, William Henry Harris and Roderick L. Broussard.




Notary Public, State of Texas



FILED FOR RECORD

12/02/2013 3:59PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

12/02/2013



County Clerk
Montgomery County, Texas

CORPORATE SECRETARY-S CERTIFICATE
SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC.

The undersigned certifies that she is the duly appointed and acting Secretary of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC., (the "Association"). The Association is the property owners' association for SENDERA RANCH, SECTION ONE, a subdivision in Montgomery County, Texas, recorded in Cabinet G, Sheet(s) 88A of the Map Records of Montgomery County, Texas and SENDERA RANCH, SECTION TWO, a subdivision in Montgomery County, Texas, recorded in Cabinet G, Sheet(s) 120A and 120B of the Map Records of Montgomery County, Texas (the "Subdivision").

451-11-2184

The Association is a Texas non-profit corporation, and a true and correct copy of the Association's Bylaws is attached to this certificate as Exhibit "A."

Signed this 10th day of August, 2007.

Natalie Moloney
Natalie Moloney, Secretary of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC.

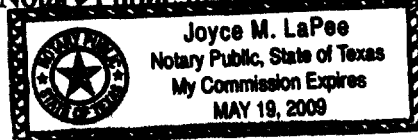
STATE OF TEXAS

COUNTY OF MONTGOMERY

Sworn to and subscribed to before me on the 10th day of August, 2007, by Natalie Moloney, Secretary of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

Joyce M. LaPee

Notary Public in and for the State of Texas




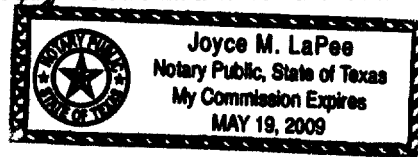
451-11-2185

THE STATE OF TEXAS

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 10th day of August, 2007, by Natalie Moloney, Secretary of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.


Notary Public in and for the State of Texas



AFTER RECORDING RETURN TO:
Sendera Ranch Property Owners Association, Inc.,
c/o The Fowler Law Firm
300 West Davis, Suite 510
Conroe, Texas 77301

**BY-LAWS
OF
SENDERA RANCH
PROPERTY OWNERS ASSOCIATION**

~~451-11-2181~~

ARTICLE ONE

REGISTERED OFFICE

1.01 The registered office of the Corporation is located at 8640 FM 1488 Magnolia, Texas 77355. The name of the registered agent of the Corporation at such address is CHARLES D. PATTERSON.

ARTICLE TWO

DEFINITIONS

2.01 As used in these By-Laws the following definitions shall apply:

A. **SENDERA RANCH SUBDIVISION:** Those portions of the property described on Exhibit "A" as are included in any section of the SENDERA RANCH SUBDIVISION; as such sections are shown by plats of record among the Plat Records of Montgomery County, Texas whether such plats are presently on record or are hereinafter to be recorded, so long as such properties are bound by any subdivision restrictions promulgated by PROPERTIES OF THE SOUTHWEST, INC., its successors or assigns, which subdivision restrictions provided for the payment of assessments to PROPERTIES OF THE SOUTHWEST, INC. until assigned to the Corporation herein.

B. **MEMBERS:**

1. Ownership of each lot in SENDERA RANCH SUBDIVISION shall entitle the owner thereof to one membership in the Corporation. Members of the Corporation shall include all those persons or entities who are voting members, non-voting members, or advisory members of the Corporation as provided below.

2. For purposes of these provisions, those persons who have purchased any of the lots in SENDERA RANCH SUBDIVISION under the provisions of any Contracts of Sale shall be considered as "members" of the Corporation, and the State of Texas shall not be considered as a member of the corporation. In the case of any lots owned by two or more persons or entities other than one individual, the owner or owners thereof may designate one person in writing as the person eligible for memberships.

EXHIBIT "A"

*to Corporate Secretary's Certificate
By-Laws*

SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC.

3. A person shall be considered as an owner of a lot in the SENDERA RANCH SUBDIVISION only after such person has received legal title to such lot, or after legal title to such lots has been transferred by PROPERTIES OF THE SOUTHWEST, INC. (its successors or assigns) to the individual, the entity, or the Veterans Land Board of the State of Texas.

C. VOTING MEMBERS: All those persons or entities owning a lot or lots in the SENDERA RANCH SUBDIVISION who are (a) current in the payment of any and all assessments due to PROPERTIES OF THE SOUTHWEST, INC. or the Corporation; (b) not otherwise in default under any of the subdivision restrictions affecting such lot or lots in the SENDERA RANCH SUBDIVISION; and (c) are current in all other dues or other obligations to the Corporation. PROPERTIES OF THE SOUTHWEST, INC., its successors or assigns, shall not be considered a voting member of the Corporation.

D. NON-VOTING MEMBERS: Non-voting members of the Corporation shall be those members who are in arrears for more than thirty (30) days in the payment of any assessments to be provided for thereunder, or in the payment of any other dues or accounts of the Corporation, or in default in the performance of any of the obligations contained in any of the subdivision restrictions affecting SENDERA RANCH SUBDIVISION. However, no member shall be considered to be in default in the payment of any other dues or accounts, due to PROPERTIES OF THE SOUTHWEST, INC. or the Corporation, nor will they be considered to be in default in the performance of any other obligations under the subdivision restrictions of the SENDERA RANCH SUBDIVISION unless such member has been notified of such default by a written statement for at least thirty days. Notice shall be conclusively deemed as having been give if the notice has been deposited in the U.S. mails, with postage property prepaid, addressed to the last known address of the member as shown by the records of the Corporation.

E. ADVISORY MEMBERS: PROPERTIES OF THE SOUTHWEST, INC. , the developer of SENDERA RANCH SUBDIVISION, its successors and assigns, shall be an advisory member of the Corporation. An advisory member of the Corporation shall not have the right to vote in any meeting of the Corporation, but shall be entitled to have a representative present at all meetings of the Corporation and at all meetings of the Board of Directors of the Corporation. The right of PROPERTIES OF THE SOUTHWEST, INC., its successors and assigns, to be considered an advisory member of the Corporation may not be revoked. The Board of Directors of the Corporation may designate any other person or entity as an advisory member of the Corporation. If so designated, such advisory member of the Corporation shall serve as an advisory member for so long as the Board of Directors shall permit.

F. A member shall be in default, as provided for herein, if such member shall have failed to pay any assessments to the Corporation, as provided for in any subdivision restrictions of the SENDERA RANCH SUBDIVISION, for more than thirty (30) days after the same shall become due. A member shall further be considered to be in default if he has violated any of the terms, conditions, or stipulations of the restrictions affecting the SENDERA RANCH SUBDIVISION, or is in violation of any local, state, or federal law, order, rule, or regulation, has been notified of such violation, and has refused to correct such violation within thirty (30) days after the date such notice was sent.

ARTICLE THREE

MEMBERS MEETINGS

3.01 All meetings of the members shall be held at the registered office of the Corporation or at any other place within or outside this state as may be designated for that purpose from time to time by the Board of Directors.

3.02 Annual meeting of the members. The annual meetings of the members shall be held each year at 6:00 p.m. on the first Sunday in NOVEMBER. If this day falls on a legal holiday, the annual meeting shall be held at the same time on the next following business day.

3.03 Notice of meetings. Notice of the meeting, stating the place, date, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given in writing to each member (whether voting, non-voting, or advisory) at least five (5) but not more than thirty (30) days before the date of the meeting either personally or by mail or other means of written communication addressed to the member at his address appearing on the books of the Corporation or given by him to the Corporation for the purpose of notice. Notice of adjourned meetings is not necessary until the meeting is adjourned for thirty (30) days or more, in which case notice of the adjourned meeting shall be given as in the case of any special meeting.

3.04 Special meetings. Special meetings of the members for any purpose or purposes whatsoever may be called at any time by the President, or by the Board of Directors, or by any two or more directors. Any special meeting must be called for specific purposes, which purposes shall be identified in the call of the meeting and notice of the meeting.

3.05 Quorum. Ten percent (10%) of the voting members constitutes a quorum for transaction of business. Once the presence of a quorum has been confirmed, business may continue despite any failure to maintain a quorum during the remainder of the meeting.

3.06 Voting. Only persons listed as voting members on the date of the meeting shall be entitled to vote at such meeting. Any non-voting members may elevate his status to a voting member by curing any default prior to the stated time of the meeting. Votes shall be apportioned by lots, i.e., each lot shall be entitled to one vote, and therefore, if any voting members owns two or more lots, he shall be entitled to the same number of votes as he shall own lots. There shall be no fractional voting, but rather, if a lot is owned by two or more persons, that lot shall be entitled to only one vote and shall not be entitled to split that vote, and the owners of such lot must, in writing, designate one of their members to be the voting member of the Corporation. A voting member may execute a written proxy granting to another voting member, or to an advisory member, the right to cast such voting member's vote at any meeting. A voting member may not grant a proxy to a non-voting member as defined in Article 2.01 D.

3.07 Presiding officer. All meetings of the membership shall be presided by the President of the Corporation, and shall be conducted in accordance with Roberts Rules of Order.

ARTICLE FOUR

BOARD OF DIRECTORS

4.01 The management of the Corporation shall be vested in a Board of Directors consisting of three directors, which board shall have full power and authority to carry out the purposes of the Corporation and to do any and all lawful acts necessary or profitable thereto. The director shall act only as the board, and an individual director shall have no power as such. The powers of the Corporation shall be exercisable by the Board of Directors or under its authority, and the action of the President of the corporation shall be controlled by the Board of Directors, subject, however, to such limitations as are imposed by law, the Articles of Incorporation, or these By-Laws as to the actions to be authorized or approved by the members. The Board of Directors may, by contract or otherwise, give general or limited special power and authority to the officers and employees of the Corporation to transact the general business, or any special business of the Corporation, and may give powers of attorney to agents of the Corporation to transact any special business required by such authorization.

4.02 The authorized number of directors of this Corporation shall be three. The directors need not be members of the Corporation. The number of directors may be increased or decreased from time to time by amendment to these By-Laws, but no decrease shall have the effect of shortening the term of any incumbent director. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of the members called for that purpose.

4.03 The directors shall be elected annually by the voting members, and shall hold office until their respective successors are elected, or until their death, resignation, or removal.

4.04 Vacancies of the Board of Directors may be filled by a majority of the remaining directors, or by the sole remaining directors. The voting members may elect a director at any time to fill any vacancy not filled by the directors. The entire Board of Directors or any individual director may be removed from office with or without cause by a vote of the majority of the voting members at any regular or special meeting of the members.

4.05 All meetings of the Board of Directors shall be held at the principal office of the corporation or at such place within or outside the state as may be designated from time by resolution of the board or by written consent of all of the members of the board. Regular meetings of the Board of Directors shall be held, without call or notice, immediately following each annual meeting of the membership of the Corporation, and at such other times as the directors may determine.

4.06 Special meetings of the Board of Directors for any purpose shall be called at any time by the President, or if the President is absent or unable or refuses to act, by the Vice-President or by any two directors. Written notices of the special meetings, stating the time and in general terms the purpose or purposes thereof, shall be mailed ten (10) days prior to the meeting or personally delivered to each director not later than three (3) days before the day appointed for the meeting.

4.07 A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present shall be regarded as an act of the Board of Directors, unless a greater number is required by law or by the Articles of Incorporation.

4.08 Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, and with the same force and effect as the unanimous vote of the Directors, if all of the members of the board shall individually collectively consent in writing to the action.

4.09 A quorum of the directors may adjourn any directors' meeting to meeting to meet again at a stated hour on a stated day. Notice of the time and place where an adjourned meeting will be held need not be given to absent directors if the time and place is fixed at the adjourned meeting. In the absence of a quorum, a majority of the directors present at any directors' meeting, either regular or special may adjourn from time to time until the time fixed for the next regular meeting of the board.

4.10 The President, or in the President's absence, any director selected by the directors present, shall preside at meetings of the Board of Directors. The Secretary of the Corporation or, in the Secretary's absence, any person appointed by the presiding officer, shall act as Secretary of the Board of Directors.

4.11 Directors and members of the committee shall not receive any compensation for their services. They may receive reimbursement for actual expenses incurred only upon the submission of appropriate written evidence of such expenses incurred.

4.12 The Board of Directors may authorize the Corporation to pay expenses incurred by, or to satisfy a judgment or fine rendered or levied against, present or former Directors, officers, or employees of this Corporation as provided by Article 1296.22A of Title 32 of the Miscellaneous Corporation Act of the State of Texas.

ARTICLE FIVE

OFFICERS

5.01 The officers of the Corporation shall be a President, a Vice-President, a Secretary, a Treasurer, and such assistants and other officers at the Board of Directors shall from time to time determine. Any two offices may be held by one person. All officers shall be elected by and hold office at the pleasure of the Board of Directors, which shall fix the compensation and tenure of all officers.

5.02 The officers of the Corporation shall have the power and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the Board of Directors.

ARTICLE SIX

EXECUTION OF INSTRUMENTS

6.01 The Board of Directors may, in its discretion, authorize an officer or officers, or other person or persons, to execute any corporate instrument or document, or to sign the corporation name without limitation, except where otherwise provided by law, and such execution or signature shall be binding on the Corporation.

ARTICLE SEVEN

MISCELLANEOUS

7.01 The Board of Directors, on behalf of the Corporation, shall have the authority to employ such agents or employees as the Board of Directors shall deem appropriate for carrying out the purposes of this Corporation.

451-11-2192

~~451-11-2169~~

~~451-11-2187~~

7.02 There shall be no initiation fees for memberships in the Corporation. The Board of Directors shall have discretion over the disposition of any and all assessments paid as provided for in any of the subdivision covenants, restrictions, and requirements imposed on any lot in the SENDERA RANCH SUBDIVISION. Subject to the approval of the majority of the voting members at a meeting of the membership duly convened, the Board of Directors may increase or decrease the assessments described in the subdivision restrictions, restrictive covenants, and conditions affecting any lot of the SENDERA RANCH SUBDIVISION as shown by recorded instruments filed for record in Montgomery County, Texas. All of the provisions relating to such increases and decreases, and to such assessments, which are shown by recorded instruments affecting any lot of the SENDERA RANCH SUBDIVISION, or which may be hereinafter filed as to any subsequently created section of the SENDERA RANCH SUBDIVISION are hereby incorporated herein by reference as if stated in full.

7.03 The Board of Directors shall have the authority to appoint such committees to assist it in the managing of the Corporation as it shall deem appropriate, and to appoint to such committees either members or non-members of the Corporation. Such committees shall be of such number and serve such functions as the Board of Directors may determine; however, there shall always be created an Architectural Control Committee as is described in the subdivision restrictions, restrictive covenants, and conditions affecting any and all units of the SENDERA RANCH SUBDIVISION as shown by recorded instruments in Montgomery County, Texas.

7.04 The Corporation shall not enter into any contract to pay and shall not pay, any salary or other remuneration to any officer, directors, or committee member for their services as such, nor in any other capacity regardless of the capacity in which they may act. However, nothing in this section shall prevent the Corporation from reimbursing any officer or director for actual expenses incurred by such director or officer in the performance of his duties.

7.05 Any and all funds of the Corporation shall be deposited in a bank account owned by the Corporation. All demand withdrawal instruments and checks on such bank account shall bear the signature of at least two authorized persons, the identity of whom shall be made by the Board of Directors, and who may, but do not have to be members of the Corporation.

7.06 All books and records provided for by statute shall be open to inspection by the members at any reasonable time.

451-11-2193

~~451-11-2170~~

~~451-11-2188~~

7.07 The power to alter, amend, or repeal these By-Laws is vested in the Board of Directors, subject to repeal or change by the action of the members.

ADOPTED by the Directors on this the _____ day of _____,
19____.

RODERICK L. BROUSSARD

WILLIAM HENRY HARRIS

ATTEST:

SECRETARY

AMENDMENTS TO
SENDERA RANCH PROPERTY OWNERS ASSOCIATION
BY-LAWS

~~451-11-2171~~

451-11-2194

~~451-11-2189~~

***ARTICLE THREE, SECTION 3.02-**

AMENDED JANUARY 1997 - Amendment reads: The annual meeting of the members shall be held each year at 3:00 PM on the last Sunday in April. If this day falls on a legal holiday, the annual meeting shall be held at the same time on the next following business day

***ARTICLE FOUR, SECTION 4.02**

AMENDED APRIL 26, 1998 - Amendment reads: The authorized number of directors of this Corporation shall be five. The number of directors may be increased or decreased from time to time by amendment to these by-laws, but no decrease shall have the effect of the shortening the term of any incumbent director. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of the members called for that purpose.

***ARTICLE SEVEN, SECTION 7.02**

AMENDED APRIL 19, 1999 - Amendment reads: There shall be no initiation fees for memberships in the Corporation. The Board of Directors shall have discretion over the disposition of any and all maintenance fees and assessments paid as provided for in any of the subdivision covenants, restrictions, and requirements imposed on any lot in the SENDERA RANCH SUBDIVISION. The Board of Directors may increase or decrease the maintenance fees and assessments described in the subdivision restrictions, restrictive covenants, and conditions affecting any lot of the SENDERA RANCH SUBDIVISION as shown by recorded instruments filed for record in Montgomery County, Texas. All of the provisions relating to such increases and decreases, and to such maintenance fees and assessments, which are shown by recorded instruments affecting any lot of the SENDERA RANCH SUBDIVISION, or which may be hereinafter filed as to any subsequently created section of the SENDERA RANCH SUBDIVISION are hereby incorporated herein by reference as if stated in full.

FILED FOR RECORD

2007 OCT -9 PM 3:43

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

OCT - 9 2007



Mark Turnbull
County Clerk
Montgomery County, Texas

RECORDER'S MEMORANDUM:

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

9

CORPORATE SECRETARY'S CERTIFICATE
SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC.

The undersigned certifies that he/she is the duly appointed and acting Secretary of SENDERA RANCH POPERTY OWNERS ASSOCIATION, INC., (the "Association"). The Association is the property owners' association for SENDERA RANCH, SECTION ONE, a subdivision in Montgomery County, Texas, recorded in Cabinet G, Sheet(s) 88A of the Map Records of Montgomery County, Texas, and SENDERA RANCH, SECTION TWO, a subdivision in Montgomery County, Texas, recorded in Cabinet G, Sheet(s) 120A and 120B of the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and true and correct copies of Association instruments are attached hereto, as follows: (1) Fines and Fees Schedule - Exhibit "A"; (2) Request for Inspection and Closure form - Exhibit "B"; (3) Request for Variance to Deed Restrictions or Guidelines form - Exhibit "C"; (4) Request for Property Improvement Approval form - Exhibit "D"; and (5) Request for Amendment to Property Improvement form - Exhibit "E"; (6) Construction Conditions-Exhibit "F"; and (7) Pools and Ponds Conditions-Exhibit "G".

Signed this 28th day of February, 2008.

Natalie Moloney
Secretary of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC.

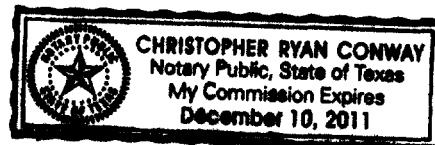
STATE OF TEXAS

§

COUNTY OF MONTGOMERY §

Sworn to and subscribed before me on the 28th day of February, 2008, by Natalie Moloney, Secretary of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

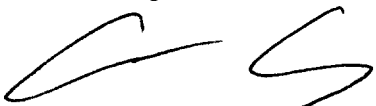
[Signature]
Notary Public in and for the State of Texas



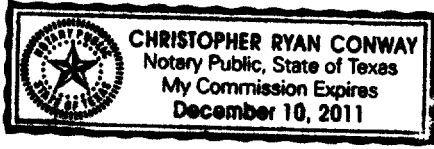
THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 28th day of February, 2008, by Natalie Moloney, Secretary of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.



Notary Public in and for the State of Texas

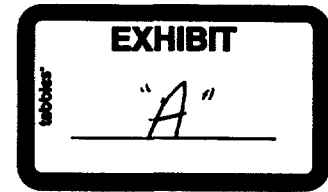


AFTER RECORDING RETURN TO:

✓ SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC.
6406 Ranch Park Drive
Magnolia, Texas 77354

Sendera Ranch Property Owners' Association

6406 Ranch Park Drive
Magnolia, Texas 77354
www.senderaranch.com

Fines and Fees Schedule

The following is a list of deposits payable with the request for an improvement. Fines are listed in the event of a Deed Restriction or Guideline Violation.

Construction cannot begin until a permit has been received from Sendera Ranch Architectural Control Committee (ACC) and the permit is posted on the property viewable from the street in an enclosed transparent weatherproof container.

It is the property owner's responsibility to read and understand the Deed Restrictions, Construction Conditions, Amendments, and Building and Lot Maintenance Guidelines and Fence Policies.

Fines and Fees

Improvement	Deposit	First Infraction	Second Infraction	Third Infraction
Home	\$1,000.00	\$250.00	\$250.00	\$500.00 Plus Permit Cancelled
Barn	\$500.00	\$250.00	\$250.00	Permit Cancelled
Garage/Outbuilding	\$500.00	\$250.00	\$250.00	Permit Cancelled
Pool/Pond	\$500.00	\$250.00	\$250.00	Permit Cancelled
Fence	\$250.00	\$125.00	\$125.00	Permit Cancelled
Clearing	\$250.00	\$125.00	\$125.00	Permit Cancelled

Note: In the event that a Permit is cancelled, no further Permit will be awarded for twelve (12) months thereafter. To obtain a deposit refund, the property owner must submit a Request for Inspection and Closure. Upon inspection and satisfactory approval from the ACC a refund check will be issued for the deposit minus infraction fines.

 Signature of Property Owner

Date

 Signature of Contractor

Date

Sendera Ranch Property Owners' Association

6406 Ranch Park Drive
Magnolia, Texas 77354
www.senderaranch.com

535-11-0669



Request for Inspection and Closure: (please print or type)

Date Submitted:	Mo:	Day:	Year:
-----------------	-----	------	-------

Property Address: _____ Lot: _____ Blk: _____ Sect: _____

Property Owner:			
Builder/Contractor:	Work:	Cell:	
Current Address (if not property address):			
Owner's Telephone #'s:	Home:	Work:	Cell:

Type of Improvement: Clearing Home Garage Barn Outbuilding Pool/Pond Fence
(Check as Applicable) Other _____

Construction is completed on the above improvement. We request inspection for approval.

Owner Signature:	Date: / /
Deposit Amount:	Deposit Check #

Refund of Construction Deposit is authorized:

ACC Signature:	Date: / /
ACC Name:	
Fines:	
Refund Amount:	Refund Check #

CONSTRUCTION DEPOSIT REFUND REQUEST

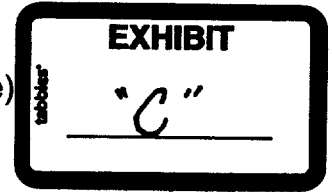
We hereby request a refund of the Improvement Deposit made in connection with the above property. All contracted construction is complete and is in compliance with the building plans as approved, and the Sendera Ranch Deed Restrictions and Guidelines.

Date Refund Requested:			
Deposit Amount Paid By:			
Deposit Check #:			
Refund Payable To:			
Refund Mailing Address:			
Owner Signature:	Date: / /		

Sendera Ranch Property Owners' Association

6406 Ranch Park Drive
Magnolia, Texas 77354
www.senderaranch.com

535-11-0670



Request for Variance to Deed Restrictions or Guidelines: (please print or type)

Date Submitted:	Mo:	Day:	Year:
-----------------	-----	------	-------

Property Address: _____ Lot: _____ Blk: _____ Sect: _____

Property Owner:			
Builder/Contractor:	Work:	Cell:	
Current Address (if not property address):			
Owner's Telephone #'s:	Home:	Work:	Cell:

Type of Improvement: Clearing Home Garage Barn Outbuilding Pool/Pond Fence
(Check as Applicable) Other _____

Describe Variance:	
Explain Why Needed:	

Owner Signature:	Date: / /
------------------	-----------------

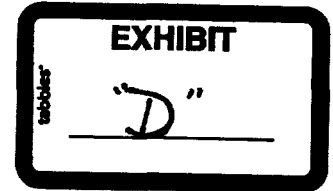
Sendera Ranch Architectural Control Committee:

	Date Received by ACC: / /	Approved or Denied
ACC Signature:		Date: / /
ACC Signature:		Date: / /
ACC Signature:		Date: / /
Remarks:		

Sendera Ranch Property Owners' Association

535-11-0671

6406 Ranch Park Drive
Magnolia, Texas 77354
www.senderaranch.com



Request for Property Improvement Approval: (please print or type)

Date Submitted:	Mo:	Day:	Year:
-----------------	-----	------	-------

Property Address: _____ Lot: _____ Blk: _____ Sect: _____

Property Owner:			
Builder/Contractor:		Work:	Cell:
Current Address (if not property address):			
Owner's Telephone #'s:	Home:	Work:	Cell:

Type of Improvement and Deposit (Check as Applicable):

- | | |
|--|---------------------------------------|
| <input type="checkbox"/> Clearing \$250 | <input type="checkbox"/> Garage \$500 |
| <input type="checkbox"/> Home \$1,000 | <input type="checkbox"/> Barn \$500 |
| <input type="checkbox"/> Outbuilding \$500 | <input type="checkbox"/> Fence \$250 |
| <input type="checkbox"/> Pool/Pond \$500 | <input type="checkbox"/> Other _____ |

***** SUBMIT 2 SET OF PLANS AND SPECIFICATIONS *****
ALL ITEMS TO BE RETAINED BY THE ACC

*** * A G R E E M E N T * ***

- I attest that the performance of the work requested would not impair any easement of the common elements; also, I understand and am bound by the Rules and Regulations, Bylaws, Deed Restrictions, Guidelines, Conditions, and the Declaration of Sendera Ranch.
- I hereby agree to indemnify and hold the Sendera Ranch Property Owners' Association harmless from any and all liability, claim, suit, action, loss, damage, or obligation (including the cost of defense or settlement, with attorney fees) with respect to any matter performed or to be performed as a result of approval of this request.
- I hereby acknowledge:
 - That the Association and its agent(s) are authorized to have access to my property at all times during, and upon completion, of the construction, to inspect the work.
 - That approval of this request is contingent upon the work being in strict compliance with all applicable laws of Texas, codes, standards, and manufacturers recommendations.
- A deposit must accompany this completed form. The fees and refund of this deposit are outlined in the Fines and Fees Schedule.

Owner Signature: _____	Date: / /
------------------------	-----------------

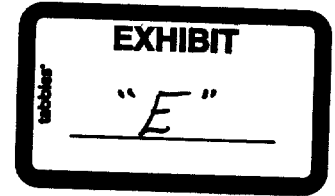
Sendera Ranch Architectural Control Committee:

	Date Received by ACC: / /	Approved or Denied
ACC Signature: _____		Date: / /
ACC Signature: _____		Date: / /
ACC Signature: _____		Date: / /
Deposit Amount: _____		Deposit Check #
Remarks: _____		

Sendera Ranch Property Owners' Association

535-11-0672

6406 Ranch Park Drive
Magnolia, Texas 77354
www.senderaranch.com



Request for Amendment to Property Improvement: (please print or type)

Date Submitted:	Mo:	Day:	Year:
-----------------	-----	------	-------

Property Address: _____ Lot: _____ Blk: _____ Sect: _____

Property Owner:			
Builder/Contractor:		Work:	Cell:
Current Address (if not property address):			
Owner's Telephone #'s:	Home:	Work:	Cell:

Type of Improvement: Clearing Home Garage Barn Outbuilding Pool/Pond Fence
(Check as Applicable) Other _____

Specify Amendment:	
Explanation (if necessary):	

Owner Signature:	Date: / /
------------------	-----------------

Sendera Ranch Architectural Control Committee:

	Date Received by ACC: / /	Approved or Denied
ACC Signature:		Date: / /
ACC Signature:		Date: / /
ACC Signature:		Date: / /
Remarks:		

Sendera Ranch Property Owners' Association

535-11-0673

6406 Ranch Park Drive
Magnolia, Texas 77354
www.senderaranch.com



Construction Conditions:

1. A portable waste facility is required on site prior to commencement of construction. The facility must be placed behind the building line.
2. Equipment and/or materials are not to obstruct or restrict safe passage on the streets. These are also to be maintained within the building lines.
3. Scrap or debris from construction shall be maintained in a workman-like fashion. A trash container is required.
4. A copy of the certified form survey is to be furnished before the foundation is poured.
5. Culverts and an all-weather driveway must be in place prior to building the frame.
6. All construction, including overhangs, must be within building lines.
7. Any deviation from the plans as approved invalidates the permit. A Request for Amendment form must be submitted for approval for changes to original plans approved.
8. Approval of plans and issuance of the Permit does not relieve the builder, contractor, etc., of the responsibility or liability for omissions, errors, accidents, and code infractions. The Sendera Ranch Property Owners Association and property owners are not responsible for the actions of the builder, contractor, etc.
9. All external work must be completed within 1 year of commencement.
10. Desired variances to Deed Restrictions or Guidelines, when thought to be plausible due to unusual or situational circumstances are to be requested in writing to the Architectural Control Committee for determination of approval or denial. The form for this purpose is available online or from the Committee.
11. Forfeiture of all or part of the construction deposit may occur for non-compliance with any of the established conditions.
12. Deed Restriction and Improvement Guideline violations: \$250.00 fine for first infraction. Subsequent infractions will increase by \$250.00 each. The Permit will be cancelled after the third infraction. No further Permit will be awarded for 12 months thereafter.
13. When the project has been completed, the Architectural Control Committee is to be contacted for closure and inspection. After passing inspection and receipt of the completed Deposit Refund Request Inspection and Closure form, the construction deposit minus any violation fines will be refunded.

Note: Construction cannot begin until a permit has been received and approved from Sendera Ranch Architectural Control Committee (ACC) and the permit is posted on the property viewable from the street in an enclosed transparent weatherproof container.

Signature of Property Owner

Date

Signature of Contractor

Date

Sendera Ranch Property Owners' Association

6406 Ranch Park Drive
Magnolia, Texas 77354
www.senderaranch.com



Pools and Ponds Conditions:

1. "Request for Approval for Pools and Ponds Application" must be submitted to the ACC, along with two sets of plans showing location of pool/pond on the property. Pools are considered an improvement and must be approved by the ACC as stated in Article IV, Section 4.01 in Sendera Ranch Deed Restrictions I & II.
2. Any above ground pools must be concealed from any street or neighboring property. Show on plans how pool will be concealed.
3. If unable to obtain concealment with natural vegetation for above ground pools, it must be enclosed with fencing or shrubbery of a height which would immediately conceal it from view. ACC must approve proposed enclosures.
4. Fencing must be constructed of new materials, approved by the ACC, constructed per fencing guidelines and completed within sixty days of construction of the pool.
5. A materials list must accompany application and plans for all pools and fences.
6. All county and state guidelines must be complied with.

NOTE: Construction cannot begin until a permit has been received from Sendera Ranch Architectural Control Committee (ACC) and the permit is posted on the property viewable from the street in an enclosed transparent weatherproof container.

RECORDER'S MEMORANDUM:

Signature of Property Owner

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

Date

Signature of Contractor

Date

FILED FOR RECORD

2008 MAR 11 AM 11:52

Mandi Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

MAR 11 2008



Mandi Turnbull

County Clerk
Montgomery County, Texas



SENDERA RANCH PROPERTY OWNERS ASSOCIATION
PAYMENT PLAN POLICY

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, Sendera Ranch Property Owners Association (the “Association”), is the governing entity for Sendera Ranch Property Owners Association, an addition in Montgomery County, Texas, as more particularly described in Exhibit “A”, attached hereto (the “Subdivision”); and

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.0062, which requires the Association to adopt and record alternative payment schedule guidelines (“Payment Plans”) for assessments; and

WHEREAS, the Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein;

NOW THEREFORE, in order to comply with Section 209.0062, the Association hereby adopts the following Payment Plan guidelines:

- 1) All Owners are entitled to one approved Payment Plan to pay their annual assessment.
- 2) All Payment Plans require monthly payments.
- 3) Upon request, all Owners are automatically approved for a Payment Plan consisting of 20 % down, with the balance paid off in 3 monthly installments.
- 4) Alternative Payment Plan proposals shall be submitted to and approved by the Association in writing; the Association is not obligated to approve alternative Payment Plan proposals.
- 5) A Payment Plan must include sequential monthly payments. The total of all proposed payments under the Plan must equal the current balance plus the Payment Plan administrative fees, plus the estimated accrued interest.
- 6) If an owner requests a Payment Plan that will extend into the next assessment period, the owner shall be required to pay future assessments by the due date in addition to the payments specified in the Payment Plan.
- 7) All Payment Plans must be in writing on a form provided by the Association, or a form otherwise approved by the Association.

- 8) If an owner defaults on the Payment Plan the Payment Plan is terminated. Default of a Payment Plan includes:
 - a) failing to return a signed Payment Plan form with the down payment;
 - b) missing a payment due in a calendar month (including NSF checks); or
 - c) failing to pay future assessments by the due date if the Payment Plan extends into the next assessment period.

- 9) If an owner defaults on a Payment Plan the Association is not obligated to make another Payment Plan with the owner for the next two years after the date of default.

- 10) No Payment Plan may last less than 3 months or more than 18 months.

- 11) The Association may only charge interest throughout the Payment Plan and the reasonable costs of administering the Payment Plan, while an owner is current on their Payment Plan.

SENDERA RANCH PROPERTY OWNERS ASSOCIATION

CERTIFICATION

“I, the undersigned, being the President of Sendera Ranch Property Owners Association hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the 29 day of JAN, 2013.”

By: [Signature], ^{VICE} President

Print name: Gregory Carter

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 29 day of January, 2011.

[Signature]
 Notary Public, State of Texas

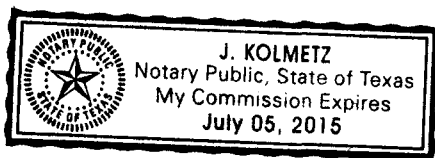


EXHIBIT "A"

Sendera Ranch, an addition in Montgomery County, Texas, according to recording data for the subdivision: Clerk's File No. 9301525 Cabinet G, Sheets 88A, 88B & 89A of the Maps Records of Montgomery County, Texas.

Declaration of Covenants, Conditions and Restrictions of Sendera Ranch Section One recorded in the Official Records of Real Property of Montgomery County, Texas under Clerk's File No. 93406802 and the Declaration of Covenants, Conditions and Restrictions of Sendera Ranch Section Two, recorded in the Official Records of Real Property of Montgomery County, Texas under clerk's File No. 9323100.

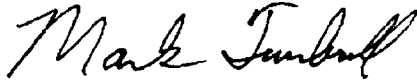
Amendment to Declaration of Covenants, Conditions and Restrictions Sendera Sections 1 and 2 recorded in the Official Records of Real Property of Montgomery County, Texas recording data 2002-129695 recorded on or about December 11, 2002 together with any other filings of records (if any).

First Amendment Sendera Ranch Architectural Control Committee Building and Lot Maintenance Guidelines and Fence Policies, recorded in the Official Records of Real Property of Montgomery County, Texas recording data 2007-009564 on or about January 25, 2007 together with any other filings of records (if any).

After Recording Return to:
Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

FILED FOR RECORD

03/27/2013 1:43PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

03/27/2013



County Clerk
Montgomery County, Texas

2012 Collection Policy: Sendera Ranch POA

THIS POLICY IS EFFECTIVE ON THE DATE EXECUTED BELOW AND REPLACES ANY AND ALL PRIOR COLLECTION POLICIES

The following actions are performed to collect on delinquent accounts. The charges assessed to an owner's account for certain collection action noted below are subject to change without notice. Monthly late fees and/or late interest and handling fees (\$20.00) are assessed to delinquent accounts according to the notification on the billing statement.

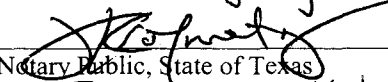
<u>Check Here</u>	<u>Collection Step</u>	<u>Approx. Day of Delinquency Each Step is Taken</u>	<u>Notes</u>
()	Past due late statement	--- ---	A statement is mailed monthly after assessing late fees and/or late interest and handling fees to an account.
()	Initial collection letter	-- 30 to 45 --	This letter allows the owner thirty (30) days to pay or dispute their balance. It also informs them of future actions if payment is not received.
()	Intent to report delinquent account to credit bureau	-- 60 to 75 --	This letter allows the owner ten (10) days to pay prior to reporting their delinquent account to the credit bureau. This letter also informs the owner of the fee that will be charged to their account if reported to the credit bureau.
()	Notification to owner of credit bureau reporting	-- 70 to 85 --	This letter notifies the owner that their account has been charged \$64.95 and is being reported to the credit bureau. This letter also informs them of future actions and the related fees that will be charged to their account.
()	Order title search to determine legal owner & send notice	-- 80 to 105 --	A title search is ordered and the owner's account charged \$59.54. Upon receipt of the title search, a letter is mailed to the owner via regular and certified mail informing them of this action and the \$59.54 charge assessed to their account. This letter also informs them if payment is not received within ten (10) days an assessment lien will be filed with the county and the associated cost charged back to their account.
()	Notify owner of lien filing and file lien with the county	-- 95 to 125 --	If payment has not been received within ten (10) days a lien is prepared and the owner's account charged \$151.55. A letter is mailed to the owner informing them of this action, that \$151.55 has been charged to their account and that the lien is being filed in the county record.
()	Forward owners file to the Association Attorney for small claims suit and/or foreclosure	-- 90 to 115 --	This action must be allowed in the Association documents. A fee of \$25.00 will be charged to the owners account for preparing & forwarding the necessary documents to the Association Attorney.
()	Association is opting out of PMG Collection Program performed on delinquent accounts as follows		If the Association opts out of the PMG Collection Program then the Association will be invoiced for any work performed on delinquent accounts as set-forth in the Management Contract.

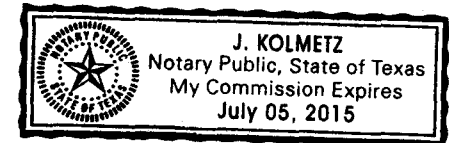
Payment Application – Any payment received by the Association from an owner whose account reflects an unpaid balance shall be applied to the outstanding balance in the following order.

- | | | |
|--------------------------------|---|---|
| First – Delinquent Assessments | Third – Attorney's Fees and expenses for which the Association has a Lien | Fifth – Fines |
| Second – Current Assessments | Fourth – Attorney's Fees and expenses for which the Association has a no Lien | Sixth – Late Fees, Late Interest, Collection Fees |


 Signature – Authorized Board Member _____ Date 3/20/12
Sendera Ranch P.O.A.

 Printed Name _____

This instrument was acknowledged before me on this 20 day of March
 2012, by Gregory E. Cater

 Notary Public, State of Texas
Jonathan A. Kolmetz
 Printed Name _____
 My Commission Expires: July 5, 2015



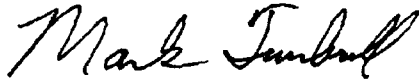
AFTER RECORDING PLEASE RETURN TO:
PRINCIPAL MANAGEMENT GROUP of HOUSTON
 11000 CORPORATE CENTRE DRIVE, SUITE 150
 HOUSTON, TEXAS 77041



LT1-1-2012028929-1


FILED FOR RECORD

04/02/2012 1:32PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

04/02/2012



County Clerk
Montgomery County, Texas

SENDERA RANCH P.O.A. INC.
ASSESSMENT COLLECTION POLICY

SENDERA RANCH is a community (the "**Community**") created by and subject that certain Covenant for SENDERA RANCH recorded under Document No. 9301525, Official Public Records of Montgomery County, Texas, as amended (the "**Covenant**"). The operation of the Community is vested in Sendera Ranch P.O.A., Inc. (the "**Association**"), acting through its board of directors (the "**Board**"). The Association is empowered to enforce the covenants, conditions and restrictions of the Covenant, the Bylaws and rules of the Association (collectively, the "**Restrictions**"), including the obligation of Owners to pay Assessments pursuant to the terms and provisions of the Covenant.

The Board hereby adopts this Assessment Collection Policy to establish equitable policies and procedures for the collection of Assessments levied pursuant to the Restrictions. Terms used in this policy, but not defined, shall have the meaning subscribed to such term in the Restrictions.

Section 1. DELINQUENCIES, LATE CHARGES & INTEREST

- 1-A. Due Date. An Owner will timely and fully pay Regular Assessments and Special Assessments. Regular Assessments are assessed annually and are due and payable on the first calendar day of the month at the beginning of the fiscal year, or in such other manner as the Board may designate in its sole and absolute discretion.
- 1-B. Delinquent. Any Assessment that is not fully paid when due is delinquent. When the account of an Owner becomes delinquent, it remains delinquent until paid in full — including collection costs, interest and late fees.
- 1-C. Late Fees & Interest. If the Association does not receive full payment of a Regular Assessment by 5:00 p.m. of the due date established by the Board, the Association may levy a late fee of \$25 per month and/or interest at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefore (or if there is no such highest rate, then at the rate of 1 and 1/2% per month) until paid in full.
- 1-D. Liability for Collection Costs. The defaulting Owner is liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, court costs, filing fees, and other reasonable costs and attorney's fees incurred by the Association in collecting the delinquency.
- 1-E. Insufficient Funds. The Association may levy a charge of \$25 for any check returned to the Association marked "not sufficient funds" or the equivalent.
- 1-F. Waiver. Properly levied collection costs, late fees, and interest may only be waived by a majority of the Board.

Section 2. INSTALLMENTS & ACCELERATION

If an Assessment, other than a Regular Assessment, is payable in installments, and if an Owner defaults in the payment of any installment, the Association may declare the entire Assessment in default and accelerate the due date on all remaining installments of the Assessment. An Assessment, other than a Regular Assessment, payable in installments may be accelerated only after the Association gives the Owner at least fifteen (15) days prior notice of the default and the Association's intent to accelerate the unpaid balance if the default is not timely cured. Following acceleration of the indebtedness, the Association has no duty to reinstate the installment program upon partial payment by the Owner.

Section 3. PAYMENTS

3-A. Application of Payments. After the Association notifies the Owner of a delinquency and the Owner's liability for late fees or interest, and collection costs, any payment received by the Association shall be applied in the following order, starting with the oldest charge in each category, until that category is fully paid, regardless of the amount of payment, notations on checks, and the date the obligations arose:

- (1) Delinquent assessments
- (2) Current assessments
- (3) Attorney fees and costs associated with delinquent assessments
- (4) Other attorney's fees
- (5) Fines
- (6) Any other amount

3-B. Payment Plans. The Association shall offer a payment plan to a delinquent Owner with a minimum term of at least three (3) months and a maximum term of eighteen (18) months from the date the payment plan is requested for which the Owner may be charged reasonable administrative costs and interest. The Association will determine the actual term of each payment plan offered to an Owner. An Owner is not entitled to a payment plan if the Owner has defaulted on a previous payment plan in the last two (2) years. If an Owner is in default at the time the Owner submits a payment, the Association is not required to follow the application of payments schedule set forth in Paragraph 3-A.

3-C. Form of Payment. The Association may require that payment of delinquent Assessments be made only in the form of cash, cashier's check, or certified funds.

3-D. Partial and Conditioned Payment. The Association may refuse to accept partial payment (i.e., less than the full amount due and payable) and payments to which the payer attaches conditions or directions contrary to the Board's policy for applying payments. The Association's endorsement and deposit of a payment does not constitute acceptance. Instead, acceptance by the Association occurs when the Association posts the payment to the Owner's account. If the Association does not accept the payment at that time, it will promptly refund the payment to the payer. A payment that is not refunded to the payer within thirty (30) days after being deposited by the Association may be deemed accepted as to payment, but not as to words of limitation or instruction accompanying the payment. The acceptance by the Association of partial payment of delinquent Assessments does not waive the Association's right to pursue or to continue pursuing its remedies for payment in full of all outstanding obligations.

- 3-E. Notice of Payment. If the Association receives full payment of the delinquency after recording a notice of lien, the Association will cause a release of notice of lien to be publicly recorded, a copy of which will be sent to the Owner. The Association may require the Owner to prepay the cost of preparing and recording the release.
- 3-F. Correction of Credit Report. If the Association receives full payment of the delinquency after reporting the defaulting Owner to a credit reporting service, the Association will report receipt of payment to the credit reporting service.

Section 4. LIABILITY FOR COLLECTION COSTS

- 4-A. Collection Costs. The defaulting Owner may be liable to the Association for the cost of title reports, credit reports, certified mail, long distance calls, filing fees, and other reasonable costs and attorney's fees incurred in the collection of the delinquency.

Section 5. COLLECTION PROCEDURES

- 5-A. Delegation of Collection Procedures. From time to time, the Association may delegate some or all of the collection procedures, as the Board in its sole discretion deems appropriate, to the Association's managing agent, an attorney, or a debt collector.
- 5-B. Delinquency Notices. If the Association has not received full payment of an Assessment by the due date, the Association may send written notice of nonpayment to the defaulting Owner, by hand delivery, first class mail, and/or by certified mail, stating the amount delinquent. The Association's delinquency-related correspondence may state that if full payment is not timely received, the Association may pursue any or all of the Association's remedies, at the sole cost and expense of the defaulting Owner.
- 5-C. Verification of Owner Information. The Association may obtain a title report to determine the names of the Owners and the identity of other lien-holders, including the mortgage company.
- 5-D. Collection Agency. The Board may employ or assign the debt to one or more collection agencies.
- 5-E. Notification of Mortgage Lender. The Association may notify the mortgage lender of the default obligations.
- 5-F. Notification of Credit Bureau. The Association may report the defaulting Owner to one or more credit reporting services.
- 5-G. Collection by Attorney. If the Owner's account remains delinquent for a period of ninety (90) days, the manager of the Association or the Board of the Association shall refer the delinquent account to the Association's attorney for collection. In the event an account is referred to the Association's attorney, the Owner will be liable to the Association for its legal fees and expenses.

- 5-H. Notice of Lien. The Management company may cause a notice of the Association's Assessment lien against the Owner's home to be publicly recorded. In that event, a copy of the notice will be sent to the defaulting Owner, and may also be sent to the Owner's mortgagee.
- 5-I. Cancellation of Debt. If the Board deems the debt to be uncollectible, the Board may elect to cancel the debt on the books of the Association, in which case the Association may report the full amount of the forgiven indebtedness to the Internal Revenue Service as income to the defaulting Owner.
- 5-J. Suspension of Use of Certain Facilities or Services. The Board may suspend the use of the Common Area amenities by an Owner, or his tenant, whose account with the Association is delinquent for at least thirty (30) days.

Section 6. GENERAL PROVISIONS

- 6-A. Independent Judgment. Notwithstanding the contents of this detailed policy, the officers, directors, manager, and attorney of the Association may exercise their independent, collective, and respective judgment in applying this policy.
- 6-B. Other Rights. This policy is in addition to and does not detract from the rights of the Association to collect Assessments under the Association's Restrictions and the laws of the State of Texas.
- 6-C. Limitations of Interest. The Association, and its officers, directors, managers, and attorneys, intend to conform strictly to the applicable usury laws of the State of Texas. Notwithstanding anything to the contrary in the Restrictions or any other document or agreement executed or made in connection with this policy, the Association will not in any event be entitled to receive or collect, as interest, a sum greater than the maximum amount permitted by applicable law. If from any circumstances whatsoever, the Association ever receives, collects, or applies as interest a sum in excess of the maximum rate permitted by law, the excess amount will be applied to the reduction of unpaid Special Assessments and Regular Assessments, or reimbursed to the Owner if those Assessments are paid in full.
- 6-D. Notices. Unless the Restrictions, applicable law, or this policy provide otherwise, any notice or other written communication given to an Owner pursuant to this policy will be deemed

Delivered to the Owner upon depositing same with the U.S. Postal Service, addressed to the Owner at the most recent address shown on the Association's records, or on personal delivery to the Owner. If the Association's records show that an Owner's property is owned by two (2) or more persons, notice to one co-Owner is deemed notice to all co-Owners. Similarly, notice to one resident is deemed notice to all residents. Written communications to the Association, pursuant to this policy, will be deemed given on actual receipt by the Association's president, secretary, managing agent, or attorney.

- 6-E. Amendment of Policy. This policy may be amended from time to time by the Board.

CERTIFICATION

"I, Greg Cater, being the Vice President of Sendera Ranch Property Owners Association, hereby certify that the foregoing Policy was adopted by at least a majority of the Association Board of Directors on the 5 day of December, 2013."

By: [Signature] Vice President

Print name: Gregory Cater

ACKNOWLEDGEMENT

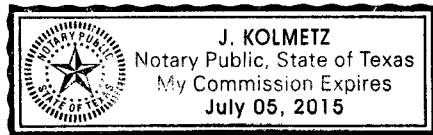
STATE OF TEXAS §

§

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day, personally appeared the person Gregory E. Cater whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 5 day of December, 2013.



[Signature]
Notary Public, State of Texas

After Recording Return to:

Principal Management Group

11000 Corporate Centre Drive, Suite 150

Houston, TX 77041

2014 Collection Charges

THESE CHARGES ARE EFFECTIVE JANUARY 1, 2014

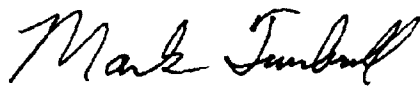
The Board of directors of each Association has an obligation to collect all Association assessments to pay for the maintenance and replacement of common area property and other association expenses. The Association is entitled to recover assessments, reasonable collection costs, reasonable attorney's fees, late fees and interest when assessments are not paid on time. The following collection policy for 2014 has been adopted by the Board of Directors. Please note that Principal Management Group has a monthly \$20.00 handling charge per delinquent account. This fee will remain in effect until account balance is under defined delinquent amount.

As a courtesy, the Association sends annual billing statements to owners. Owners are responsible for timely payment of all charges when due. Payment of the regular assessment due date is on January 1st. Annual assessments must be paid in full on or before January 31st.

209 Demand Letter- First Notice	Certified Letter Charge \$8.93
Title Search	\$55.00 plus tax = \$59.54
Credit Bureau	\$60.00 plus tax = \$64.95
Lien Process	\$140.00/Account plus tax =\$151.55
Attorney Turn Over Fee	\$25.00

FILED FOR RECORD

01/17/2014 1:16PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

01/17/2014



County Clerk
Montgomery County, Texas



SENDERA RANCH PROPERTY OWNERS ASSOCIATION

RECORDS RETENTION POLICY

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, Sendera Ranch Property Owners Association, (the "Association"), is the governing entity for Sendera Ranch Property Owners Association, an addition in Montgomery County, Texas, as more particularly described in Exhibit "A", attached hereto (the "Subdivision"); and

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.005(m), which requires the Association to adopt and record a policy regarding retention of Association Books and Records; and

WHEREAS, the Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein;

NOW THEREFORE, in order to comply with Section 209.005(m), the Association hereby adopts the following Records Retention Policy:

The Association shall maintain its records as follows:

<u>RECORD</u>	<u>RETENTION PERIOD</u>
Certificate of Formation/ Articles of Incorporation, Bylaws, Declarations and all amendments to those documents.	PERMANENT
Association Tax Returns and Tax Audits	SEVEN (7) YEARS
Financial Books and Records	SEVEN (7) YEARS
Account Records of Current Owners	FIVE (5) YEARS
Contracts with a term of more than one year	FOUR (4) YEARS AFTER CONTRACT EXPIRES
Minutes of Member Meetings and Board Meetings	SEVEN (7) YEARS

Records not listed above are not subject to retention. Upon expiration of the retention date, the applicable records may be destroyed.

SENDERA RANCH PROPERTY OWNERS ASSOCIATION

CERTIFICATION

"I, the undersigned, being the President of Sendera Ranch Property Owners Association, hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the 29 day of JAN, 2013."

By: [Signature], VICE President

Print name: Gregory Carter

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 29 day of January, 2011.

[Signature]
Notary Public, State of Texas

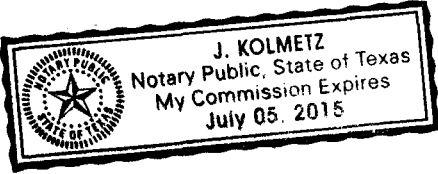


EXHIBIT "A"

Sendera Ranch, an addition in Montgomery County, Texas, according to recording data for the subdivision: Clerk's File No. 9301525Cabinet G, Sheets 88A, 88B & 89A of the Maps Records of Montgomery County, Texas.

Declaration of Covenants, Conditions and Restrictions of Sendera Ranch Section One recorded in the Official Records of Real Property of Montgomery County, Texas under Clerk's File No. 93406802 and the Declaration of Covenants, Conditions and Restrictions of Sendera Ranch Section Two, recorded in the Official Records of Real Property of Montgomery County, Texas under clerk's File No. 9323100.


Amendment to Declaration of Covenants, Conditions and Restrictions Sendera Sections 1 and 2 recorded in the Official Records of Real Property of Montgomery County, Texas recording data 2002-129695 recorded on or about December 11, 2002 together with any other filings of records (if any).

First Amendment Sendera Ranch Architectural Control Committee Building and Lot Maintenance Guidelines and Fence Policies, recorded in the Official Records of Real Property of Montgomery County, Texas recording data 2007-009564 on or about January 25, 2007 together with any other filings of records (if any).

After Recording Return to:
Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

FILED FOR RECORD

03/27/2013 1:41PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

03/27/2013



County Clerk
Montgomery County, Texas



SENDERA RANCH PROPERTY OWNERS ASSOCIATION
BOOKS AND RECORDS PRODUCTION POLICY

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, Sendera Ranch Property Owners Association (the “Association”), is the governing entity for Sendera Ranch Property Owners Association, an addition in Montgomery County, Texas, as more particularly described in Exhibit “A”, attached hereto (the “Subdivision”); and

WHEREAS, Chapter 209 of the Texas Property Code was amended, effective January 1, 2012, to add Section 209.005, which requires the Association to adopt and record a policy regarding guidelines for production of Association Books and Records to owners; and

WHEREAS, the Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein;

NOW THEREFORE, in order to comply with Section 209.005, the Association hereby adopts the following Books and Records Production Policy:

I. Copies of Association Books and Records will be available to all Owners upon their proper request and at their own expense. A proper request:

- a. is sent certified mail to the Association’s address as reflected in its most recent management certificate; and
- b. is from an Owner, or the Owner’s agent, attorney, or certified public accountant; and
- c. contains sufficient detail to identify the Books and Records being requested.

II. Owners may request to inspect the Books and Records OR may request copies of specific Books and Records.

-If the owner makes a request to *inspect* the Books and Records, then the Association will respond **within 10 business days** of the request, providing the dates and times the Books and Records will be made available and the location of the Books and Records. The Association and the owner shall arrange for a mutually agreeable time to conduct the inspection. The Association shall provide the owner with copies of specific documents requested during the inspection upon the owner paying the Association the cost thereof.

-If the owner makes a request for *copies of specific Books and Records*, the Association shall, **within 10 business days** of the owner's request, send a response letter advising on the date that the requested copies will be made available (**must be available within 15 business days of the response letter**) and the cost the owner must pay before the requested copies will be provided. Upon paying the cost of producing the requested copies, the Association shall provide the requested copies to the owner.

III. The Association hereby adopts the following schedule of costs:

<u>COPIES</u>	10 cents per page, for a regular 8.5" x 11" page
	50 cents per page, for pages 11" x 17" or greater
	Actual cost, for specialty paper (color, photograph, map, etc...)
	\$1.00 for each CD or audio cassette and \$3.00 for each DVD
<u>LABOR</u>	\$15.00 per hour, actual time to locate, compile and reproduce the Books and Records (can only charge if request is greater than 50 pages in length)
<u>OVERHEAD</u>	20% of the total labor charge (can only charge if request is greater than 50 pages in length)
<u>MATERIALS</u>	actual costs of labels, boxes, folders, and other supplies used in producing the Books and Records, along with postage for mailing the Books and Records

IV. If the estimated cost provided to the Owner is more or less than the actual cost of producing the documents, the Association shall, within 30 days after providing the records, submit to the owner either an invoice for additional amounts owed or a refund of the overages paid by the Owner.

V. Unless authorized in writing or by court order, the Association will not provide copies of any records that contain the personal information of an owner, including restriction violations, delinquent assessments, financial information, and contact information.

SENDERA RANCH PROPERTY OWNERS ASSOCIATION

CERTIFICATION

VICE

"I, the undersigned, being the President of Sendera Ranch Property Owners Association, hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the 29 day of JAN, 2011."

By: [Signature], VICE President
Print name: Gregory Carter

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 29 day of January, 2011.

[Signature]
Notary Public, State of Texas

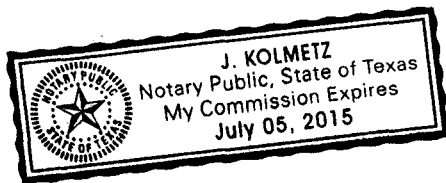


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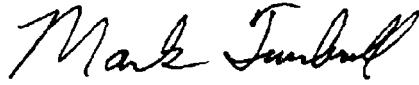
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After Recording Return to:
Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

FILED FOR RECORD

03/27/2013 1:41PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number
sequence on the date and at the time stamped herein
by me and was duly RECORDED in the Official Public
Records of Montgomery County, Texas.

03/27/2013



County Clerk
Montgomery County, Texas

SEC 1 DECLARATION OF
COVENANTS, CONDITIONS, &
RESTRICTIONS: AMENDMENT

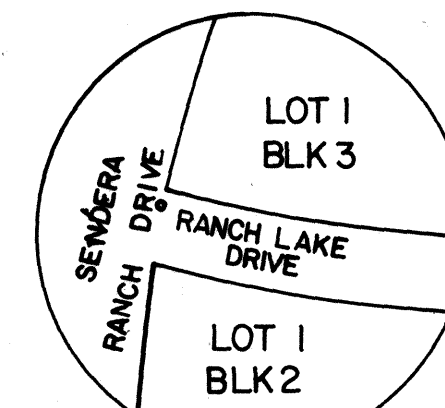
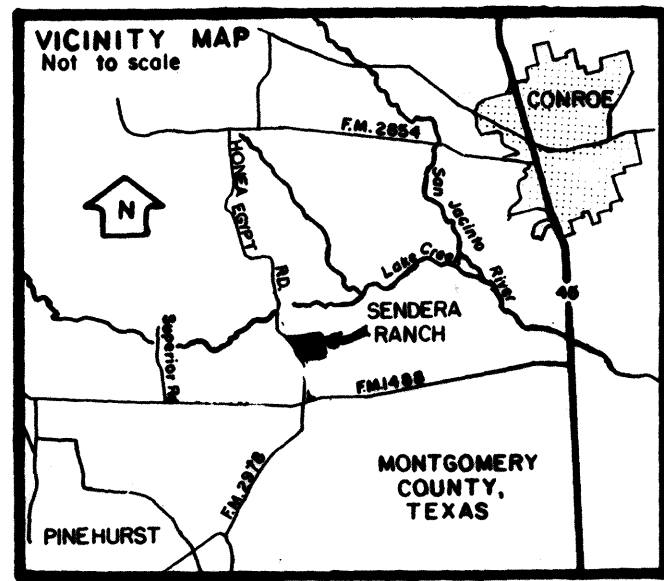
SEC 1 DECLARATION OF
COVENANTS, CONDITIONS, &
RESTRICTIONS

SEC 1 ACC BLDG & LOT
MAINT. GUIDELINES & FENCE
POLICIES: AMENDMENT

SEC 1 ACC BLDG & LOT
MAINT. GUIDELINES & FENCE
POLICIES

SEC 1 POOL &
GUEST/SERVANTS HOUSE
GUIDELINES

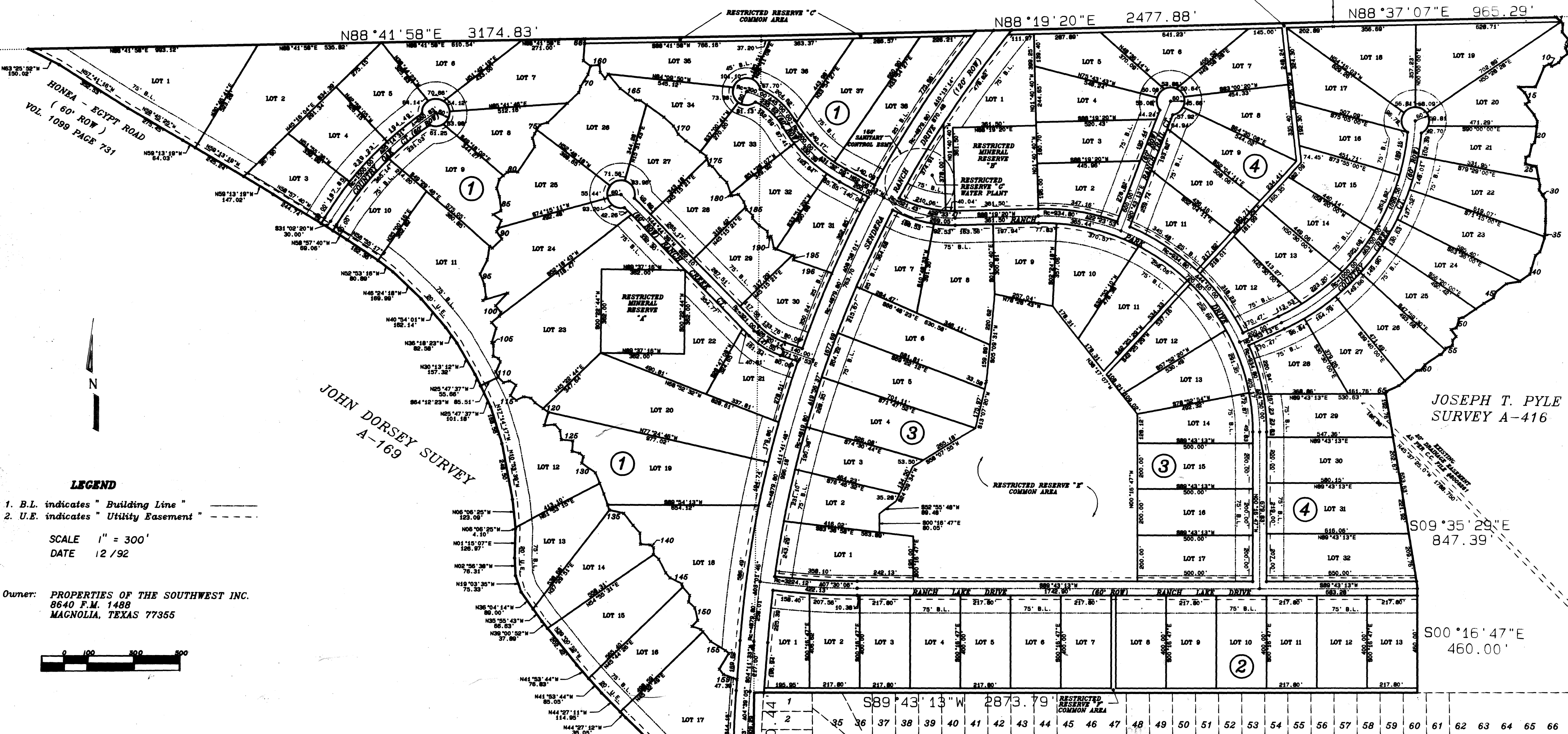
SEC 1 REGULATION OF SOLAR
PANELS, ROOF SHINGLES,
FLAGS, RELIGIOUS ITEMS



N.T.S.
BENCH MARK : 3" BRASS DISC.
SET IN CONC., ELEV. 208.0'

ARCHIBALD HODGE SURVEY A-18

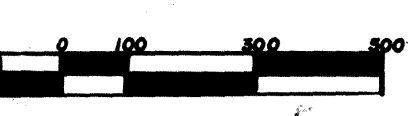
RESTRICTED RESERVE "D" COMMON AREA
MYCHELL & MYCHELL CORP. 1800.77 ACRES 628.9 ACRES
VOL. 602 PAGE 217 M.C.D.R. VOL. 602 PAGE 74 M.C.D.R.



LEGEND
1. B.L. indicates " Building Line " ———
2. U.E. indicates " Utility Easement " - - - - -

SCALE 1" = 300'
DATE 12 / 92

Owner: PROPERTIES OF THE SOUTHWEST INC.
8640 F.M. 1488
MAGNOLIA, TEXAS 77355



**SENDERA RANCH
(SECTION ONE)**
100 LOTS 4 BLOCKS 7 RESERVES
308.7678 ACRES
OF LAND IN THE JOHN DORSEY SURVEY A-169
AND THE JOSEPH T. PYLE SURVEY A-416
MONTGOMERY COUNTY, TEXAS

THOMAS TAYLOR SURVEY
A-546

WESTWOOD
SECTION 4

- NOTE:
1. There is hereby dedicated a 25' B.L. adjacent to All Side Lot Lines and a 25' B.L. along All Back Lot Lines.
 2. There is hereby dedicated a Twenty Foot (20') Utilities and Drainage Easement lying Ten Foot (10') on either side of All Side Lot Lines unless otherwise shown. And a Twenty Foot (20') Utilities and Drainage Easement on the back of all lots.
 3. There is a 16' U.E. Along Both Sides of All Streets.

POWERS ENGINEERING
3706 W. DAVIS, SUITE C - CONROE, TEXAS 77304

9300643 Cab. G Sheet 088A

SENDERA RANCH (SECTION ONE)

308.7678 ACRES
OF LAND IN THE JOHN DORSEY SURVEY A-169
AND THE JOSEPH T. PYLE SURVEY A-416
MONTGOMERY COUNTY, TEXAS

1. S 46 deg 36 min 32 sec E, 31.82 feet
2. S 46 deg 36 min 32 sec E, 11.89 feet
3. S 04 deg 26 min 11 sec W, 34.69 feet
4. S 37 deg 40 min 10 sec E, 62.83 feet
5. S 52 deg 05 min 38 sec W, 30.71 feet
6. S 22 deg 52 min 13 sec E, 27.60 feet
7. S 54 deg 27 min 02 sec W, 33.06 feet
8. S 30 deg 50 min 04 sec W, 23.57 feet
9. S 61 deg 41 min 52 sec W, 34.47 feet
10. N 46 deg 41 min 59 sec W, 14.69 feet
11. S 63 deg 44 min 11 sec W, 24.33 feet
12. S 22 deg 17 min 16 sec W, 97.23 feet
13. S 09 deg 37 min 52 sec W, 74.78 feet
14. S 49 deg 33 min 45 sec E, 37.48 feet
15. S 27 deg 12 min 51 sec E, 43.27 feet
16. S 59 deg 46 min 35 sec W, 19.93 feet
17. S 38 deg 34 min 13 sec E, 61.18 feet
18. S 25 deg 22 min 33 sec E, 32.83 feet
19. S 06 deg 49 min 22 sec W, 21.48 feet
20. S 06 deg 49 min 22 sec W, 70.59 feet
21. S 53 deg 43 min 12 sec W, 16.53 feet
22. S 12 deg 20 min 46 sec W, 50.40 feet
23. S 73 deg 50 min 30 sec W, 15.06 feet
24. S 03 deg 02 min 55 sec W, 29.64 feet
25. S 78 deg 00 min 19 sec E, 48.21 feet
26. S 11 deg 02 min 07 sec E, 57.24 feet
27. S 11 deg 02 min 07 sec E, 26.58 feet
28. S 09 deg 37 min 45 sec W, 19.47 feet
29. S 33 deg 40 min 28 sec E, 24.47 feet
30. S 33 deg 50 min 44 sec E, 7.42 feet
31. S 28 deg 39 min 10 sec E, 21.92 feet
32. S 00 deg 05 min 52 sec E, 80.79 feet
33. S 00 deg 13 min 53 sec E, 12.48 feet
34. S 03 deg 33 min 32 sec W, 51.72 feet
35. S 07 deg 24 min 51 sec W, 9.12 feet
36. S 07 deg 24 min 51 sec W, 5.22 feet
37. S 17 deg 25 min 56 sec W, 62.90 feet
38. S 50 deg 07 min 57 sec W, 25.62 feet
39. S 16 deg 56 min 48 sec W, 60.58 feet
40. S 14 deg 11 min 40 sec W, 24.02 feet
41. S 55 deg 15 min 04 sec W, 52.26 feet
42. S 55 deg 15 min 04 sec W, 3.37 feet
43. S 79 deg 47 min 11 sec W, 56.48 feet
44. S 52 deg 30 min 08 sec W, 58.33 feet
45. S 20 deg 13 min 44 sec W, 26.45 feet
46. S 60 deg 11 min 07 sec W, 47.06 feet
47. S 55 deg 40 min 44 sec W, 43.44 feet
48. S 55 deg 40 min 44 sec W, 66.53 feet
49. S 77 deg 20 min 09 sec W, 18.30 feet
50. S 14 deg 46 min 58 sec W, 42.91 feet
51. S 75 deg 06 min 33 sec W, 24.01 feet
52. S 36 deg 46 min 22 sec E, 37.81 feet

53. S 44 deg 54 min 46 sec W, 22.14 feet
54. S 00 deg 04 min 54 sec E, 23.89 feet
55. S 68 deg 25 min 05 sec W, 30.72 feet
56. S 36 deg 09 min 19 sec W, 8.05 feet
57. S 36 deg 09 min 19 sec W, 26.82 feet
58. S 05 deg 43 min 10 sec W, 6.80 feet
59. S 55 deg 32 min 24 sec W, 77.19 feet
60. S 36 deg 13 min 53 sec W, 30.28 feet
61. S 08 deg 01 min 03 sec W, 17.06 feet
62. S 49 deg 15 min 39 sec W, 69.34 feet
63. S 49 deg 15 min 39 sec W, 31.70 feet
64. S 64 deg 47 min 20 sec W, 57.11 feet
65. S 24 deg 21 min 32 sec W, 13.89 feet
66. S 03 deg 38 min 39 sec W, 20.07 feet
67. S 03 deg 38 min 39 sec W, 74.82 feet
68. S 54 deg 23 min 40 sec E, 30.11 feet
69. S 16 deg 14 min 31 sec W, 30.04 feet
70. S 30 deg 50 min 29 sec W, 61.50 feet
71. S 16 deg 19 min 27 sec W, 28.16 feet
72. S 45 deg 21 min 27 sec W, 46.86 feet
73. S 45 deg 21 min 27 sec W, 119.32 feet
74. S 73 deg 32 min 01 sec W, 35.88 feet
75. S 29 deg 07 min 06 sec W, 26.19 feet
76. S 29 deg 07 min 06 sec W, 19.01 feet
77. S 25 deg 37 min 35 sec W, 21.45 feet
78. S 14 deg 09 min 29 sec E, 38.31 feet
79. S 33 deg 06 min 31 sec W, 132.35 feet
80. S 08 deg 22 min 39 sec W, 45.81 feet
81. S 48 deg 17 min 58 sec W, 23.29 feet
82. S 48 deg 17 min 58 sec W, 23.16 feet
83. S 48 deg 17 min 58 sec W, 46.45 feet
84. S 15 deg 21 min 58 sec W, 39.83 feet
85. S 18 deg 30 min 26 sec E, 37.26 feet
86. S 06 deg 15 min 11 sec E, 62.60 feet
87. S 64 deg 24 min 27 sec W, 37.97 feet
88. S 54 deg 52 min 24 sec E, 43.31 feet
89. S 22 deg 14 min 01 sec W, 36.51 feet
90. S 22 deg 14 min 01 sec W, 15.34 feet
91. S 36 deg 00 min 36 sec E, 37.53 feet
92. S 46 deg 04 min 11 sec W, 55.53 feet
93. N 60 deg 09 min 29 sec W, 14.95 feet
94. S 09 deg 06 min 33 sec W, 58.35 feet
95. S 26 deg 17 min 15 sec W, 69.10 feet
96. S 21 deg 20 min 36 sec E, 51.08 feet
97. S 06 deg 58 min 25 sec E, 56.86 feet
98. S 50 deg 34 min 45 sec W, 16.68 feet
99. N 73 deg 01 min 04 sec E, 112.70 feet
100. S 43 deg 29 min 39 sec W, 77.03 feet
101. S 38 deg 55 min 30 sec E, 36.34 feet
102. S 18 deg 35 min 10 sec W, 17.19 feet
103. S 51 deg 49 min 28 sec W, 43.90 feet
104. S 39 deg 09 min 50 sec E, 31.47 feet

105. S 16 deg 42 min 19 sec W, 64.96 feet
106. S 28 deg 02 min 15 sec E, 16.07 feet
107. S 01 deg 36 min 18 sec W, 45.61 feet
108. S 69 deg 01 min 04 sec E, 25.12 feet
109. S 27 deg 27 min 57 sec E, 17.13 feet
110. S 23 deg 40 min 34 sec W, 47.62 feet
111. S 23 deg 46 min 47 sec E, 25.96 feet
112. S 43 deg 29 min 04 sec E, 32.09 feet
113. N 74 deg 41 min 40 sec E, 28.09 feet
114. S 56 deg 32 min 31 sec E, 32.77 feet
115. S 27 deg 15 min 49 sec W, 50.75 feet
116. S 51 deg 53 min 19 sec E, 32.37 feet
117. N 64 deg 25 min 31 sec E, 35.76 feet
118. S 78 deg 55 min 03 sec E, 31.45 feet
119. S 40 deg 00 min 27 sec E, 26.92 feet
120. S 54 deg 48 min 32 sec E, 43.80 feet
121. S 54 deg 48 min 32 sec E, 27.43 feet
122. S 16 deg 38 min 19 sec W, 61.09 feet
123. N 84 deg 18 min 51 sec E, 46.86 feet
124. S 39 deg 17 min 37 sec E, 34.09 feet
125. S 08 deg 07 min 59 sec E, 39.77 feet
126. S 84 deg 11 min 05 sec E, 50.91 feet
127. S 04 deg 29 min 38 sec W, 46.56 feet
128. S 76 deg 39 min 58 sec E, 33.71 feet
129. S 48 deg 41 min 38 sec E, 22.51 feet
130. S 15 deg 23 min 16 sec W, 28.56 feet
131. S 55 deg 20 min 54 sec E, 72.73 feet
132. S 21 deg 42 min 51 sec E, 50.58 feet
133. S 21 deg 42 min 51 sec E, 49.16 feet
134. S 18 deg 23 min 51 sec E, 51.63 feet
135. S 18 deg 23 min 51 sec E, 24.23 feet
136. S 77 deg 53 min 59 sec E, 63.67 feet
137. S 38 deg 52 min 29 sec E, 64.09 feet
138. S 41 deg 48 min 33 sec E, 44.84 feet
139. S 03 deg 09 min 25 sec E, 48.53 feet
140. S 86 deg 00 min 40 sec E, 42.19 feet
141. S 52 deg 29 min 23 sec E, 19.08 feet
142. S 00 deg 35 min 27 sec W, 30.26 feet
143. S 49 deg 49 min 57 sec E, 30.04 feet
144. S 26 deg 52 min 16 sec E, 67.00 feet
145. S 41 deg 01 min 17 sec E, 28.39 feet
146. S 63 deg 43 min 21 sec E, 57.61 feet
147. S 12 deg 22 min 39 sec E, 14.98 feet
148. S 41 deg 38 min 06 sec E, 46.25 feet
149. S 08 deg 31 min 50 sec W, 28.62 feet
150. S 47 deg 59 min 35 sec E, 36.13 feet
151. S 13 deg 25 min 38 sec E, 55.73 feet
152. S 42 deg 50 min 36 sec W, 36.08 feet
153. S 70 deg 56 min 35 sec E, 40.57 feet
154. S 39 deg 46 min 03 sec E, 12.79 feet
155. S 39 deg 46 min 03 sec E, 53.20 feet
156. S 58 deg 49 min 00 sec E, 74.61 feet

157. S 49 deg 14 min 08 sec E, 20.00 feet
158. S 30 deg 51 min 21 sec W, 78.37 feet
159. S 37 deg 36 min 14 sec E, 28.43 feet
160. S 69 deg 28 min 13 sec E, 63.52 feet
161. N 83 deg 04 min 35 sec E, 38.66 feet
162. S 07 deg 29 min 22 sec E, 33.03 feet
163. S 38 deg 11 min 59 sec E, 33.67 feet
164. N 34 deg 22 min 34 sec E, 23.67 feet
165. S 39 deg 22 min 49 sec E, 81.35 feet
166. S 52 deg 53 min 58 sec E, 83.35 feet
167. S 83 deg 55 min 18 sec E, 21.22 feet
168. S 55 deg 11 min 34 sec E, 32.57 feet
169. S 55 deg 11 min 34 sec E, 92.74 feet
170. S 47 deg 28 min 21 sec E, 56.41 feet
171. S 29 deg 24 min 36 sec E, 42.13 feet
172. S 49 deg 25 min 24 sec E, 43.73 feet
173. S 53 deg 17 min 38 sec E, 78.74 feet
174. S 53 deg 17 min 38 sec E, 31.01 feet
175. S 17 deg 40 min 49 sec E, 13.50 feet
176. S 17 deg 40 min 49 sec E, 28.50 feet
177. S 68 deg 35 min 01 sec E, 16.77 feet
178. S 37 deg 36 min 11 sec E, 54.31 feet
179. S 49 deg 14 min 20 sec E, 37.47 feet
180. S 20 deg 16 min 22 sec E, 50.37 feet
181. S 20 deg 16 min 22 sec E, 10.04 feet
182. N 79 deg 12 min 11 sec E, 30.94 feet
183. S 34 deg 59 min 28 sec E, 40.06 feet
184. S 18 deg 26 min 36 sec E, 23.96 feet
185. S 18 deg 26 min 36 sec E, 12.50 feet
186. S 47 deg 49 min 58 sec E, 36.54 feet
187. S 04 deg 09 min 36 sec W, 12.74 feet
188. S 43 deg 47 min 05 sec E, 42.94 feet
189. S 57 deg 47 min 39 sec E, 41.13 feet
190. S 05 deg 10 min 04 sec E, 26.09 feet
191. N 71 deg 27 min 11 sec E, 15.39 feet
192. S 13 deg 33 min 33 sec E, 53.32 feet
193. S 70 deg 02 min 50 sec E, 10.11 feet
194. S 70 deg 02 min 50 sec E, 73.87 feet
195. S 70 deg 02 min 50 sec E, 8.81 feet
196. S 10 deg 45 min 09 sec W, 17.50 feet
197. S 71 deg 17 min 15 sec E, 177.03 feet



SENDERA RANCH

SECTION ONE

**A SUBDIVISION OF 308.7678 ACRES OF LAND IN THE
JOHN DORSEY SURVEY, A-169 AND THE JOSEPH T. PYLE SURVEY A-416
MONTGOMERY COUNTY, TEXAS**

THE STATE OF TEXAS:

COUNTY OF MONTGOMERY:

We, Charles D. Patterson and Elayne Leidecker, President and Secretary, respectively, of Properties of the Southwest, Inc., owner of the property subdivided in the above and foregoing map of Sendera Ranch Section One, do hereby make subdivision of said property for and on behalf of said Properties of the Southwest, Inc. according to the lines, streets, lots, alleys, parks, building lines, and easements thereon shown, and designate said subdivision as Sendera Ranch Section One, located in the John Dorsey Survey, A-169, and the Joseph T. Pyle Survey, A-416, Montgomery County, Texas, and on behalf of said Properties of the Southwest, Inc. and dedicate to public use, as such, the streets, alleys, parks, and easements shown thereon forever; and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors and assigns to warrant and forever defend the title to the land so dedicated.

This is to certify that we, Charles D. Patterson and Elayne Leidecker, President and Secretary, respectively, of Properties of the Southwest, Inc., owner of the property subdivided in the above and foregoing map of Sendera Ranch Section One, have complied or will comply with all regulations heretofore on file with the Montgomery County Engineer and adopted by the Commissioners' Court of Montgomery County, Texas.

There is also dedicated for utilities an unobstructed aerial easement five (5) feet wide from a plane SIXTEEN (16) feet above the ground upward, located adjacent to all easements shown hereon.

Further, we, Properties of the Southwest, Inc., do hereby dedicate forever to the public a strip of land a minimum of fifteen (15) feet wide on each side of the center line of any and all gullies, ravines, draws, sloughs, or other natural drainage courses located in the said subdivision, as easements for drainage purposes, giving Montgomery County and/or any other public agency the right to enter upon said easements at any and all times for the purpose of constructing and/or maintaining drainage work and/or structures.

Further, all of the property subdivided in the above and foregoing map shall be restricted in its use, which restrictions shall run with the title to the property, and shall be enforceable, at the option of Montgomery County, by Montgomery County or any citizen thereof, by injunction, as follows:

1. That drainage of septic tanks into road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited.
2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of one and three quarters (1-3/4) square feet (18" diameter pipe culvert).

Further, we do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately, unless otherwise noted.

IN TESTIMONY WHEREOF, Properties of the Southwest, Inc., has caused these presents to be signed by Charles D. Patterson, its President, thereunto authorized, attested by its Secretary, Elayne Leidecker, and its common seal hereunto affixed this 29th day of December, 1992.

PROPERTIES OF THE SOUTHWEST, INC.

By: [Signature]
Charles D. Patterson, President

ATTEST:

[Signature]
Elayne Leidecker, Secretary

THE STATE OF TEXAS:

COUNTY OF MONTGOMERY: Hays

BEFORE ME, the undersigned authority, on this day personally appeared Charles D. Patterson and Elayne Leidecker, President and Assistant Secretary, of Properties of the Southwest, Inc., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th day of December, 1992.

[Notary Seal]
KATHY McCRIGHT
Notary Public, State of Texas
My Commission Expires 06-11-1995
County, Texas

We, Champion Realty Corporation, owner and holder of a lien against the property described in the plat known as Sendera Ranch Section One, said lien being evidenced by instrument of record under County Clerk's File No. 9260710 of the Real Property Records of Montgomery County, Texas, do hereby in all things subordinate to said plat said lien and we hereby confirm that we are the present owner of said lien and have not assigned the same nor any part thereof.

By: [Signature]
Name: E.H. Daniels
Title: Vice President

THE STATE OF TEXAS:

COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned authority, on this day personally appeared E.H. Daniels, Jr. via power of attorney of Champion Realty Corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 4th day of January, 1993.

[Notary Seal]
DEBORAH SUE STIVERS
BY COMMISSION EXPIRES
November 21, 1995
Notary Public Under Seal of Office

[Signature]
Notary Public in and for
Harris Co., Texas

This is to certify that I, Ken Powers, a licensed Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all block corners, angle points, and points of curve are properly marked with iron rods of minimum 5/8" diameter and 3' long, and that this plat correctly represents that survey made by

[Notary Seal]
STATE OF TEXAS
KEN POWERS
3484
PROFESSIONAL
LAND SURVEYOR

[Signature]
Ken Powers
Texas Registration No. 3484

POWERS ENGINEERING
3705 W. DAVIS, SUITE C - CONROE, TEXAS 77304

This is to certify that the City Planning Commission of the City of Conroe, Texas, has approved this plat and subdivision of Sendera Ranch Section One as shown hereon.

IN TESTIMONY WHEREOF, witness the official signature of the Chairman of the City Planning Commission of the City of Conroe, Texas, this 4th day of January, 1993.

[Signature]
Seth Gibson, Chairman

I, J. D. Blanton, County Engineer of Montgomery County, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the Montgomery County Commissioners' Court.

I further certify that the plat of this subdivision complies with requirements for internal subdivision drainage as adopted by Commissioners' Court; however, no certification is hereby given as to the effect of drainage from this subdivision on the intercepting drainage artery or parent stream or on any other area of subdivision within the watershed.

[Signature]
J. D. Blanton, County Engineer

APPROVED by the Commissioners' Court of Montgomery County, Texas, this 4th day of January, 1993.

[Signature] Commissioner, Precinct 1
[Signature] Malcolm Purvis
Commissioner, Precinct 2

[Signature]
Alan B. Sadler, County Judge

[Signature]
Ed Chance
Commissioner, Precinct 3

[Signature]
Charles Hayden
Commissioner, Precinct 4

FILED FOR RECORD
93 JAN -5 PM 2:05

[Signature]
ROY HARRIS
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS:

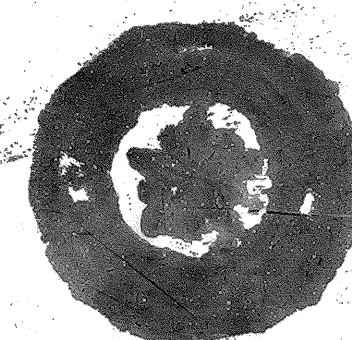
COUNTY OF MONTGOMERY:

I, Roy Harris, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on January 4, 1993, at 9:30 o'clock, A.M., and duly recorded on January 5, 1993, at 10 o'clock, A.M., in Cabinet G, Sheet 98A of record of Montgomery for said County. 89A

WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas, the day and date last above written.

[Signature]
Roy Harris, Clerk, County Court
Montgomery County, Texas

By: [Signature] Deputy



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AMENDMENTS TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS SENDERA SECTIONS 1 AND 2

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, personally appeared RENEE JONES, personally known to me, who upon her oath, deposed and stated:

“My name is Renee Jones, and I am the Vice President and authorized agent of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC. I have knowledge of the facts set forth below and am competent and I am authorized to make this Affidavit:

The Declaration of Covenants, Conditions and Restrictions of Sendera Ranch Section 1 recorded in the Official Records of Real Property of Montgomery County, Texas under clerk’s file No. 93406802 and the Declarations of Covenants, Conditions and Restrictions of Sendera Ranch Section 2, recorded in the Official Records of Real Property of Montgomery County, Texas under clerk’s file No. 9323100 have been amended as follows:

Section 3.11 of the Declaration of Covenants, Conditions and Restrictions, Sendera Ranch Sections 1 and 2 are amended to read as follows:

Section 3.11 Vehicle and Implement Storage:

For purposes of maintaining the landscape, the only vehicles and implements allowed to be placed in the open on Lots are those of the passenger car and light truck (pickups, vans, sports utility vehicles) categories, and are truly subject to every-day use. All other vehicles and implements (including but not limited to: trucks other than lightweight, tractors, all forms of watercraft, buses, trailers, recreation vehicles, travel trailers and the like and any accessories or attachments for the vehicles and implements) must be concealed in a structure approved by the Architectural Control Committee or placed in such a manner that is not visible from the street.

No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current valid state inspection sticker and current license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by the Architectural Control Committee.

Section 2.08 of the Declaration of Covenants, Conditions and Restrictions, Sendera Ranch Section 2 are amended as follows:

Section 2.08 Restricted Reserves I and J.

The areas designated as Restricted Reserves I and J on the Plat shall be subject to all use restrictions as are the Lots in the Subdivision as set forth in Article III hereof, provided however, no dwelling or other improvements may be constructed on said Restricted Reserves. Restricted Reserve I shall benefit and be used solely by the owner of Lot 20 on Block 2 in the Subdivision and Restricted Reserve J shall benefit and be used solely by the owner of Lot 17 on Block 3 in the Subdivision.

Section 3.08 of the Declarations of Covenants, Conditions and Restriction, Sendera Ranch Sections 1 and 2 are amended to read as follows:

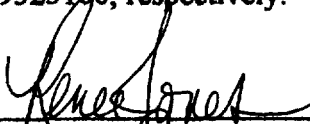
Section 3.08 Walls and Fences:

Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall be not closer to front street property lines than the lot boundary line and no closer than the lot boundary line to side street lines. Any erection of any wall, fence or other improvements on any easement is prohibited. Unless otherwise approved, fences along and adjacent to any road or street must be constructed of wood boards and painted white or white vinyl board. All other fences and walls will be constructed of ornamental iron, wood or masonry. No electric barbed wire or temporary fences shall be allowed

The Amendments were approved in accordance with the said deed restrictions. A certificate signed by a majority of the Board of Directors stating that the required number of members cast a written vote approving the amendments is attached hereto as Exhibit "A".


The real property covered by the deed restrictions and the amendments are described as follows:

SENDERA RANCH SECTION ONE and SENDERA RANCH SECTION TWO, subdivisions in Montgomery County, Texas, as further described in deed restrictions recorded in the official records of Real Property of Montgomery County, Texas, under Clerk's File Numbers 9340-6802 and 9323100, respectively.

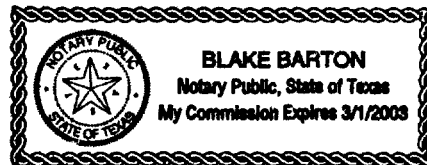


Renee Jones, Vice President
SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 3 day of December, 2002



Notary Public in and for the State of
TEXAS



Return to:

Christina Stone
2500 Tanglewilde, Suite 222
Houston, Texas 77063-2139

EXHIBIT "A"

CERTIFICATE

We, a majority of the members of the Board of Directors of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC. hereby certify as follows:

1. Notice of the amendments to the Declarations of Covenants, Conditions, and Restrictions of Sendera Ranch Sections 1 and 2 ("the Subdivisions"), which amendments are contained in the Amendments to Declarations of Covenants, Conditions and Restrictions to which this Certificate is attached was sent or delivered all owners of lots in the Subdivisions.
2. More than two-thirds of all the owners of lots in Sendera Ranch Section 1 signed a written ballot agreeing to the amendments.
3. More than two-thirds of all the owners of lots in Sendera Ranch Section 2 signed a written ballot agreeing to the amendments.

FILED FOR RECORD

2002 DEC 11 AM 10:05

Mark Tubball
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County, Texas.

DEC 11 2002



Mark Tubball
County Clerk
Montgomery County, Texas

Blake Barton
BLAKE BARTON

Christi Hester
CHRISTI HESTER

Renee Jones
RENEE JONES

Ann Tofft
ANN TOFFT

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SENDERA RANCH, SECTION 1

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

This Declaration, made on the date hereinafter set forth by PROPERTIES OF THE SOUTHWEST, INC., a Delaware corporation, duly authorized to do business in the State of Texas, hereinafter referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner of that certain tract of land known as "SENDERA RANCH - SECTION ONE" being a subdivision of 308.7678 acres of land situated in the Joseph T. Pyle Survey, A-416, and the John Dorsey Survey, A-169, Montgomery County, Texas according to the plat ("Plat") of said Sendera Ranch, Section One recorded in the office of the County Clerk of Montgomery County, Texas on the 4th day of January, 1993, after having been approved as provided by law, and being recorded in Cabinet G, Sheet(s) 88A, 88B & 89A, of the Map Records of Montgomery County, Texas (hereinafter referred to as the "Property" or the "Subdivision"); and

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon Sendera Ranch, Section One, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to any area not included in the boundaries of said Plat. Developer also declares that this Subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

ARTICLE I

DEFINITIONS

Section 1.01. "Annexable Area" shall mean and refer to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein, including, without limitation, any property adjacent to or in the proximity of the Property.

Section 1.02 "Association" shall mean and refer to the Sendera Ranch Property Owners Association, and its successors and assigns.

Section 1.03 "Sendera Ranch" shall mean and refer to this Subdivision and any other sections of Sendera Ranch hereafter made subject to the jurisdiction of the Association.

Section 1.04 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

847-01-0765

Section 1.05 "Builders" shall mean and refer to persons or entities that purchase lots and build speculative or custom homes thereon for third party purchasers.

Section 1.06 "Common Area" shall mean all real property (including the improvements thereto) within the Subdivision owned by the Developer and/or the Association for the common use and enjoyment of the Owners and/or any other real property and improvements, including, but not limited to, bridle paths, parks, open spaces, lakes, lake road crossings, dams, greenbelt areas, drainage and easements and other facilities and areas designated on the Plat within the Common Area to which the Owners may hereafter become entitled to use. Restricted Reserves C, D, E, and F are Common Areas to be used as Bridle Paths. Restricted Reserve E is a Common Area to be used by all the Owners for recreational purposes with that portion of said Reserve E situated between Lots 11 and 12 in Block 3 of the Subdivision to be used as Bridle Path. Restricted Reserve G is to be used for water plant. Restricted Reserves A and B are designated drill sites and Restricted Reserve A may be used by the owners of Lots 23 and 22, Block 1 of the Subdivision with the owner of Lot 23 having the right to use the Northwest 1/2 of said Reserve A and the owner of Lot 22 having the right to use the Southeast 1/2 of said Reserve A. Restricted Reserve B may be used as recreational common area by all the owners as a park until said Reserve may, in fact, be used as a drill site.

Section 1.07 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot.

Section 1.08 "Developer" shall mean and refer to Properties of the Southwest, Inc., and its successors and assigns.

Section 1.09 "Lake" shall mean and refer to the body of water in excess of one acre within Reserve E of the Subdivision.

Section 1.10 "Lot" shall mean and refer to any plot of land identified as a lot or tract on the plat of the subdivision. For purposes of this instrument, "Lot" shall not be deemed to include any portion of any "Common Areas", "Reserves", "Restricted Reserves" or "Unrestricted Reserves", (defined herein as any Common Areas, Reserves, Restricted Reserves or Unrestricted Reserves shown on the Plat) in the Subdivision, regardless of the use made of such area.

Section 1.11 "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including (i) contract sellers (a seller under a Contract-for-Deed), but excluding those having such interest merely as security for the performance of an obligation, (ii) Developer (except as otherwise provided herein), and (iii) Builders.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision map of the Property. The plat ("Plat") of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or one

behalf of Developer, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Montgomery County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Reserves, Common Area and/or Lots. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision and/or any Utility District serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer nor any utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and laws or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, electric lighting, electric power, telegraph or telephone purposes and other easement hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. The Developer may convey title to said easements to the public, a public utility company or the Association.

Section 2.04 Utility Easements.

(a) Utility ground and aerial easements have been dedicated in accordance with the Plat and by separate recorded easement documents.

(b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

Section 2.05 Bridle Paths. An easement on, over and across those Common Areas of The Subdivision designated as Restricted Reserves C, D, F, and that portion of Reserve E situated between

Lots 11 and 12 in Block 3 of the Subdivision on the recorded plat of the subdivision, and any amendment thereto, is hereby reserved for the non-exclusive use and enjoyment of all Owners, their families, guests and invitees as Bridle Paths said easement is herein referred to as "Bridle Path" or "Bridle Paths". No Owner or other person whomsoever shall be permitted to fence or obstruct any portion of any Bridle Path, and no building or other structure whatsoever shall be constructed or maintained on any part of any Bridle Path. The Bridle Paths shall be maintained in as natural state as possible consistent with use as a bridle path, and no cutting of any tree, clearing of any underbrush, or landscaping shall be done thereon except as may from time to time be designated by the Architectural Control Committee. The Bridle Paths shall be used for the purpose of pedestrian walking or jogging and for riding horses or similar activities. No motorized vehicle of any type, including without limitation, any motorcycle, go-cart, tractor or automobile, ATV or other motorized vehicle, shall be permitted on any Bridle Path, except equipment necessary for the construction, maintenance and repair of said Paths shall be allowed.

Section 2.06 Restricted Reserve E Common Area. The area designated as Restricted Reserve E on the Plat is Common Area to be used by Owners, their families, guests and invitees for recreation and outdoor activities. The Lake within said Reserve E may be used for fishing or other activities as may be authorized by the Association. The riding of horses shall be permitted within Reserve E, provided that the Association may limit such riding along the shoreline of the Lake.

Section 2.07 Restricted Reserve G - Water Plant. The area designated as Restricted Reserve G on the Plat is to be used as a water plant by the Developer or its assigns.

Section 2.08 Restricted Reserves A and B - Drill Sites. The areas designated as Restricted Reserves A and B on the Plat as designated drill site locations, provided said Reserve B may be used as Common Area by the Owners, their families, guests and invitees for recreation and outdoor activities until such time as the mineral owners desire to use said area for a drill site for the exploration of oil, gas or other minerals. The area within Restricted Reserve A may be used by the owners of Lots 22 and 23 in Block 1 of the Subdivision, with the owners of Lot 22 being entitled to use the Southeast 1/2 of said Reserve A and the owner of Lot 23 being entitled to use the Northwest 1/2 of said Reserve A until such time as the mineral owners desire to use said area for a drill site for the exploration of oil, gas or other minerals. The use of these Reserves are specifically subject to the superior right of the mineral owners to use the area as a drill site for the exploration and development of oil, gas or other minerals.

Section 2.09 Roads and Streets. Subject to the terms and conditions of this Section 2.09, the roads and streets in this Subdivision, as shown on the Plat, are hereby dedicated in addition to roadways, as utility easements for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground) cable television, or any other utilities that the Developer sees fit to install (or permit to be installed) in, across and/or under the Property.

ARTICLE III

USE RESTRICTIONS

Section 3.01 Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on any tract other than one dwelling unit per each tract to be used for residential purposes except that one guest/servants house may be built provided said guest/servants house must contain a minimum of 500 square feet and be built after or while the main dwelling is being built and be approved in writing by the Architectural Control Committee. Detached garages, work shops, and barns may be

constructed on the property prior to the main dwelling being built, so long as they are of good construction, kept in good repair, and are not used for residential purposes provided, however, the construction of the main dwelling must begin within two (2) years of completion of any non residential buildings. (i) All dwellings, detached garages, work shop, and barns must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the property. The term "dwelling" does not include single or double wide manufactured homes, or any old or used houses to be moved on the lot and said manufactured and used homes are not permitted within the subdivision. All dwellings must have at least 1800 square feet of living area, excluding porches, and be built with new construction materials. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date. New pre-fabricated or pre-built homes from another location may be moved onto the property with the approval of the Architectural Control Committee. (ii) A camper or recreation vehicle may be kept on the property for no longer than 14 consecutive days out of a 30 day period, without the express written consent of the Architectural Control Committee. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and no Lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes.

Section 3.02 Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may, with the prior written approval of the Architectural Control Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated to the Plat. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of all Lots in the same block.

Section 3.03 Location of the Improvements upon the Lot. No building of any kind shall be located on any tract nearer to any side or rear property line, or nearer to any public road and no nearer to the natural creek waterway as may be indicated on the Plat; provided, however, as to any tract, Architectural Control Committee may waive or alter any such setback line if the Architectural Control Committee, in the exercise of the Architectural Control Committee's sole discretion, such waiver or alteration is necessary to permit effective utilization of a tract. Any such waiver or alteration must be in writing and recorded in the Deed of Records of Montgomery County, Texas. All dwellings placed on Subject Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity. The main residential structure on any Lot shall face the front of the Lot unless a deviation is approved in writing by the Architectural Control Committee.

Section 3.04 Residential Foundation Requirements. All building foundations shall consist of concrete slabs, unless the Architectural Control Committee approves a different type of foundation when circumstances such as topography of the Lot make it impractical to use a concrete slab for all or any portion of the foundation of the building improvements constructed on the Lot. Minimum finished slab elevation for all structures shall be above the 100 year flood plain elevation, or such other level as may be established by the Commissioner's Court of Montgomery County, Texas, and other applicable governmental authorities.

Section 3.05 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently; provided, however, that Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision.

Section 3.06 Water Supply. All residential dwellings in this Subdivision shall be equipped with and served by a fresh water system installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements, and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used except upon approval of the Architectural Control Committee and any required governmental authorities. Wells may be drilled by the Association for use in watering commons and filling of ponds in commons and may be drilled by Owners for use in watering of animals or livestock.

Section 3.07 Sanitary Sewers. No outside, open or pit type toilets will be permitted in this Subdivision. All dwellings constructed in this Subdivision prior to occupancy must have a sewage disposal system installed to comply with the requirements of the appropriate governing agency.

Section 3.08 Walls and Fences. Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall be not closer to front street property lines than the lot boundary line and no closer than the lot boundary line to side street lines. Any erection of any wall, fence or other improvements on any easement is prohibited. Unless otherwise approved, fences along and adjacent to any road or street must be constructed of wood boards and painted white. All other fences and walls will be constructed of ornamental iron, wood or masonry. No electric barbed wire or temporary fences shall be allowed.

Section 3.09 Prohibition of Offensive Activities. Without expanding the permitted use of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of sort shall be permitted nor shall anything be done to the Subdivision. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Without limitation, the discharge or use of firearms is expressly prohibited. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

Section 3.10 Garbage and Trash Disposal. Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.11 Junked Motor Vehicles Prohibited. No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any lot. No accessories, parts or

objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by the Architectural Control Committee.

Section 3.12 Signs. No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Control Committee, except one (1) sign not more than forty-eight inches (48") square, advertising an Owner's Lot for sale or rent. Declarant or any member of such Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 3.13 Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets and one (1) horse per acre may be kept provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. Provided, however, animals being raised for 4-H school sponsored programs will be permitted. No pigs or hogs will be permitted under any circumstances or programs.

Section 3.14 Logging and Mineral Development. No commercial logging, oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Provided, however, that this provision shall not prevent the leasing of the Subdivision or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that the portion or portions of the subdivision may be developed from adjacent lands by directional drilling operations or from the Drill Site designated as Restricted Reserves A and B on the Plat.

Section 3.15 Drainage. Natural established drainage patterns of streets, lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. The breaking of curbs, if any, for drive installations will be accomplished in a good and workmanlike manner and such break will be re-cemented without hinderance to drainage and such work is subject to the inspection and approval of the Architectural Control Committee.

Section 3.16 Lot Maintenance. All Lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Provided, however, the burning of underbrush and trees during lot clearing shall be permitted. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing (outside of the natural vegetation areas).

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- c. Tree and shrub pruning (outside of the natural vegetation areas).
- d. Keeping exterior lighting and mechanical facilities in working order.
- e. Keeping lawn and garden areas alive, free of weeds, and attractive.
- f. Keeping parking areas, walkways and driveways in good repair.
- g. Complying with all government health and policy requirements.
- h. Repainting of improvements.
- i. Repair of exterior damage to improvements.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written thereof, the Association or their designated agents may, in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, without liability to the Owner, Contractor or any occupants of the Lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Lot, cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant of such Lot for the cost of such work and associated materials, plus a fee of \$1.00 per month for each instance. Payment thereof shall be collected by adding the charges to the Maintenance Charge and shall be payable on the first day of the next calendar month with the regular monthly Maintenance Charge payment.

Section 3.17 Exterior Maintenance of Building. In the event the owner of any building in the subdivision should allow such building to fall into disrepair and become in need of paint, repair or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Association and/or the Developer will give such owner written notice of such conditions. Fifteen (15) days after notice of such condition to owner, and failure of owner to begin and continue at a diligent, reasonable rate of progress to correct such condition, the Association and/or the Developer in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, may enter upon said premises, without liability to Owner, to do or cause to be done any work necessary to correct said situation. The owner thereof shall be billed for cost of necessary repairs, plus ten (10%) percent. All monies so owed the Association will be added to the Maintenance Charge and shall be payable on the first day of the next calendar month with the regular monthly maintenance charge payment.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 4.01 Basic Control

(a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof (including, without limitation, painting, staining or siding), or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original constructed, on any Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter

provided) from the Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

(b) Each application made to the Committee shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alterations) to be done on such Lot, including the drainage plan for the Lot, plot plans showing the location and elevation of the improvements on the Lot and dimensions of all proposed walkways, driveways, and all other matters relevant to architectural approval. The address of the Committee shall be the address of the principal office of the Association.

Section 4.02 Architectural Control Committee.

(a) The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer; provided, however, the authority of the Developer shall cease and terminate upon the election of the Architectural Control Committee of the Association (sometimes herein referred to as the "Committee"), in which event such authority shall be vested in and exercised by the Committee (as provided in (b) below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. The term "Committee", as used in this Declaration, shall mean or refer to the Developer or to the Sendera Ranch Architectural Control Committee composed of members of the Association, as applicable.

(b) At such time as fifty-one percent (51%) of all of the Lots in the Subdivision are conveyed by Developer (from time to time hereafter referred to as the "Control Transfer Date"), the Developer shall cause an instrument transferring control to the Association to be placed of record in the Real Property Records of Montgomery County, Texas (which instrument shall include the Control Transfer Date). Thereupon, the Association shall elect a committee of three (3) members to be known as the Sendera Ranch Architectural Control Committee. From and after the Control Transfer Date, each member of the Committee must be an Owner of property in some Section of Sendera Ranch Subdivision. Additionally, the Developer shall have the right to discontinue the exercise of architectural control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Real Property Records of Montgomery County, Texas.

Section 4.03 Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

Section 4.04 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the

terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

Section 4.05 Minimum Construction Standards. The Developer or the Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and such Developer or Committee shall not be bound thereby.

Section 4.06 Variance. The Developer or the Committee, as the case may, may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer or the Committee, when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The Developer and the Committee reserve the right to grant variances as to building set-back lines, minimum square footage of the residence and other items. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance effect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

ARTICLE V

SENDERA RANCH PROPERTY OWNERS ASSOCIATION

Section 5.01 Membership. Every person or entity who is a record owner of any Lot which is subject to the Maintenance charge (or could be following the withdrawal of an exemption therefrom) and other assessments provided herein, including contract sellers, shall be a "Member" of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Lot. Additionally, the Directors of the Association shall also be Members of the Association (as more particularly described in the By-laws). Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association.

Section 5.02 Non-Profit Corporation. Sendera Ranch Property Owners Association, Inc., a non-profit corporation, has been (or will be) organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 5.03 Bylaws. The Association has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Lots and Common Areas, provided that the same are not in conflict with the terms and provisions hereof.

Section 5.03 Owner's Right of Enjoyment. Every Owner shall have a beneficial interest of use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) the right of the Association, with respect to the Common Areas, to limit the number of guests of Owners;

(b) the right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Areas;

(c) the right of the Association, in accordance with its Articles and Bylaws (and until 51% of all lots in the Subdivision are sold, subject to the prior written approval of the Developer), to (i) borrow money for the purpose of improving and maintaining the Common Areas and facilities (including borrowing from the Developer or any entity affiliated with the Developer) and (ii) mortgage said property, however, the rights of such mortgagee of said property shall be subordinate to the rights of the Owners hereunder;

(d) the right of the Association to suspend the Member's voting rights and the Member's and "Related Users" (as hereinafter defined) right to use any recreational facilities within the Common Areas during any period in which the Maintenance Charge or any assessment against his Lot remains unpaid;

(e) the right of the Association to suspend the Member's voting rights and the Member's and Related Users' right to use any recreational facilities within the Common Area, after notice and hearing by the Board of Directors, for the infraction or violation by such Member or Related Users of this Declaration or the "Rules and Regulations", as hereinafter defined, which suspension shall continue for the duration of such infraction or violation, plus a period not to exceed sixty (60) days following the cessation or curing of such infraction or violation; and,

(f) the right of the Association, subject, until 51% of all lots in the Subdivision are sold, to the prior written approval of the Developer, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, for such purposes and subject to the provisions of this Declaration.

Section 5.05 Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the Member's immediate family living in the Member's residence, and his contract purchasers who reside on the Property (collectively, the "Related Users").

ARTICLE VI

MAINTENANCE FUND

Section 6.01 Maintenance Fund Obligation. Each Owner of a lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association a monthly maintenance charge (the "Maintenance Charge"), and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lots and shall be a continuing lien upon

the property against which each such Maintenance Charge and other charges and assessments are made.

Section 6.02 Basis of the Maintenance Charge

(a) The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot (or residential building site) to the Association annually, in advance, on or before the first day of the seventh month of each calendar year, beginning with the first day of July, 1993, or on such other basis (monthly, quarterly or semi-annually) as the Developer or the Board of Directors of the Association may designate in its sole discretion. Provided, however, in the event an Owner obtains consent from the Committee for a Composite Building Site pursuant to Section 3.02 hereof, such Composite Building Site shall be considered for the Maintenance Charge of one Lot for beginning upon the completion of the improvements thereon. Provided, further, in the event an Owner owns more than two (2) Lots, the maximum Maintenance Charge to be paid by such multiple Lot Owner shall be two (2) times the Maintenance Charge for each Lot, regardless of the total number of Lots owned by such Owner.

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Maintenance Charge by non-use of any Common Areas or recreational facilities available for use by Owners of the Subdivision or by the abandonment of his Lot.

(c) The exact amount of the Maintenance Charge applicable to each Lot will be determined by the Developer or the Board of Directors of the Association during the month preceding the due date of the Maintenance Charge. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Developer or the Board of Directors of the Association, subject to the provision hereof.

(d) The Maintenance Charge described in this Article VI and other charges or assessments described in this Declaration shall apply to the Lots owned by the Developer. The Developer, prior to the Control Transfer Date, and the Association, from and after the Control Transfer Date, reserve the right at all times in their own judgement and discretion, to exempt any Lot ("Exempt Lot"), in the Subdivision from the Maintenance Charge, in accordance with Section 6.07 hereof. If an Exempt Lot is sold to any party, the Maintenance Charge shall be automatically reinstated as to the Exempt Lot and can only be waived at a later date pursuant to the provisions of the preceding sentence. The Developer, prior to the Control Transfer Date, and the Association, from and after the Control Transfer Date, shall have the further right at any time, and from time to time, to adjust or alter said Maintenance Charge from month to month as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder.

Section 6.03 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, and other charges and assessments hereby levied, a vendor's (purchase money) lien for the benefit of the Association, shall be and is hereby reserved in the deed from the Developer to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the

Maintenance Charge and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association and filed for record in the Real Property Records of Montgomery County, Texas. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Montgomery County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means, including a judgment for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of nonpayment by any Owner of any Maintenance Charge or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 6.03 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Montgomery County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Section 6.04 Notice of Lien. In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim or lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly

authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Trustees to cover the preparation and recordation of such release of lien instrument.

Section 6.05 Liens Subordinate to Mortgages. The liens described in this Article VI and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid Maintenance Charges or other charges or assessments against such Lot which accrued prior to the time such holder acquires title to such Lot. No such sale or transfer shall relieve such transferee of title to a Lot from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of the lien described in Section 6.01 hereof, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure conducted by the Association pursuant to the provisions of this Article VI.

Section 6.06 Purpose of the Maintenance Charge. The Maintenance Charge levied by the Developer or the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Subdivision and other portions of the Annexable Area which hereafter may become subject to the jurisdiction of the Association. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described in Article VIII, including the maintenance of the Common Areas, any Drainage Easements and the establishment and maintenance of a reserve fund for maintenance of the Common Area (including, without limitation, the bridle paths and drainage easements). The Maintenance Fund may be expended by the Developer or the Association for any purposes which, in the judgement of the Association, will tend to maintain the property values in the Subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Area as may from time to time be authorized by the Association. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgement of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 6.07 Exempt Property. The following property subject to this Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas; however, no land or improvements devoted to dwelling use shall be exempt from said Maintenance Charge.

Section 6.08 Handling of Maintenance Charges. The collection and management of the Maintenance Charge or other charge or assessment levied hereunder, shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer and, upon transfer, the Association, shall maintain separate special accounts for these funds, and Owners shall be provided at least annually, information on the Maintenance Fund.

ARTICLE VII

DEVELOPER'S RIGHTS AND RESERVATIONS

Section 7.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Area from the date hereof, until the earlier to occur of (i) the Control Transfer date or (ii) Developer's written notice to the Association of Developer's termination of the rights described in Article VII hereof. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Lot by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by Developer. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

Section 7.02 Right to Construct Additional Improvements in Common Area. Developer shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to construct additional improvements within the Common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners, so long as such construction does not directly result in the increase of such Maintenance Charge. Developer shall, upon the Control Transfer Date, convey or transfer such improvements to the Association and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

Section 7.03 Developer's Rights to Use Common Areas in Promotion and Marketing of the Property and Annexable Area. Developer shall have and hereby reserves the right to reasonable use of the Common Area and of services offered by the Association in connection with the promotion and marketing of land within the boundaries of the Property and Annexable Area. Without limiting the generality of the foregoing, Developer may erect and maintain on any part of the Common Area such signs, temporary buildings and other structures as Developer may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Property and Annexable Area; may use vehicles and equipment within the Common Area for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Property and Annexable Area, who are not Owners or Members of the Association, to use the Common Area at reasonable times and in reasonable numbers; and may refer to the services offered by the

Association in connection with the development, promotion and marketing of the Property and Annexable Area.

Section 7.04 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, for access, utilities, pipeline easement, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Lots or other property owned by Developer, (ii) the Common Area, and (iii) existing utility easements. Developer also reserves the right, without the consent of any other Owner or the Association, to (i) grant or create temporary or permanent easements for access over and across the streets and roads within the Subdivision to and from Honea-Egypt Road for the benefit of owners of property, regardless of whether the beneficiary of such easements own property which is hereafter made subject to the jurisdiction of the Association and (ii) permit owners of property within the Annexable Area which is not made subject to the jurisdiction of the Association to use the recreational facilities of the Association and other Common Area, including the Lake or Pond, provided that said owners pay to the Association their proportionate share of the cost of operating and maintaining said recreational facilities and Common Areas.

Section 7.05 Developer's Rights to Convey Additional Common Area to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner of the Association.

Section 7.06 Annexation of Annexable Area. Additional residential property and common areas outside of the Subdivision including, without limitation, the Annexable Area, may, at any time and from time to time, be annexed by the Developer into the real property which becomes subject to the jurisdiction and benefit of the Association, without the consent of the Owners or any other party; provided, however, such additional residential property outside of the Annexable Area may be made subject to the jurisdiction of the Association by the Developer. The owners of lots in such annexed property, as well as all other Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Areas that are or may become subject to the jurisdiction of the Association, provided that such annexed property is impressed with and subject to at least the Maintenance Charge imposed hereby.

ARTICLE VIII

DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

Section 8.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members, to maintain, improve and enhance the Common Areas and to improve and enhance the attractiveness, desirability and safety of the Subdivision and any portion of the Annexable Area which becomes subject to the jurisdiction of the Association. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

Section 8.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any property, including any improvements thereon and personal property transferred to the Association by Developer, and equipment related thereto, together with the responsibility to perform any and all administrative functions and recreation functions associated therewith (collectively herein referred to as "Functions"), provided that such property and Functions are not inconsistent with the terms of this Declaration. Property interests transferred to the Association by Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by Developer shall be within the boundaries of the Property or Annexable Area. Any property or interest in property transferred to the Association by Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of any declaration of covenants, conditions and restrictions annexing such property to the Common Area, and all easements, covenants, conditions, restrictions and equitable servitude or other encumbrances which do not materially affect the Owners authorized to use such property. Except as otherwise specifically approved by resolution of the Board of Directors, no property or interest in property transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to Developer or any affiliate of Developer including, but not limited to, any purchase price, rent, charge or fee. The property or interest in property transferred to the Association by Developer shall not impose any unreasonable or special burdens of ownership of property, including the management maintenance, replacement and operation thereof.

Section 8.03 Duty to Manage and Care for the Common Area. The Association shall manage, operate, care for, maintain and repair all Common Areas and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. The duty to operate, manage and maintain the Common Areas shall include, but not be limited to the following: establishment, operation and maintenance of a security system, if any, for the Subdivision; landscaping, maintenance, repair and replacement of the bridle paths; maintenance, repair and replacement of the private roads and streets, roadside ditches and culverts, culvert pipes underneath streets, bridges, traffic control improvements (street lights); mowing of street right-of-ways and other portions of the Subdivision; and management, maintenance, repair and upkeep of the common areas.

Section 8.04 Other Insurance Bonds. The Association shall obtain such insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

Section 8.05 Duty to Prepare Budgets. The Association shall prepare budgets for the Association, which budgets shall include a reserve fund for the maintenance of all Common Areas.

Section 8.06 Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

Section 8.07 Duty to Provide Annual Review. The Association shall provide for an annual unaudited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying the same.

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Section 8.08 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the Committee as elsewhere provided in Article IV of this Declaration.

Section 8.09 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases) for the common benefit of Owners including improvements and personal property. The Association may construct improvements on the Property and may demolish existing improvements.

Section 8.10 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations ("Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Areas, Marina, and the use of any other property, facilities or improvements owned or operated by the Association.

Section 8.11 Power to Enforce Restrictions and Rules and Regulations. The Association (and any Owner with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Member and each Related User. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of Rules and Regulations of the Association by any one or more of the following means: (i) By entry upon any property within the Subdivision after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations; (iii) by exclusion, after notice and hearing, of any Member or Related User from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or any Related User, unless the breach is a continuing breach in which case exclusion shall continue for so long as such breach continues; (iv) by suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or a Related User of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (v) by levying and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or a Related User which assessment reimbursed the Association for the costs incurred by the Association in connection with such breach; (vi) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Related User for breach of this Declaration or such Rules and Regulations by such Member or a Related User; and (vii) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Before the Board may invoke the remedies provided above, it shall give registered notice of such alleged violation to Owner,

and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Developer, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

Section 8.12 Power to Grant Easements. In addition to any blanket easements described in this Declaration, the Association shall have the power to grant access, utility, drainage, water facility and other such easements in, on, over or under the Common Area. Additionally, the Association, from and after the Control Transfer Date, shall have the power to grant access, utility, drainage, water facility and other similar easements in, on, over and under Lots provided that such easements do not unreasonably interfere with the rights of the Owner of such Lots.

Section 8.13 Power to Convey and Dedicate Property to Government Agencies. The Association shall have the power to grant, convey, dedicate or transfer any Common Areas or facilities to any public or governmental agency or authority for such purposes and subject to such terms and conditions as the Association shall deem appropriate, which power may be exercised (i) prior to the Control Transfer Date by the Board of Directors and (ii) from and after the Control Transfer Date by the Association, with the approval of not less than two-thirds (2/3rds) of the Members agreeing in writing or by voting at any scheduled meeting of the Members and with the prior written approval of the Developer. The Association may, subject to the limitations of the preceding sentence, convey property to a public or governmental agency or authority in lieu of such property being condemned by such public or governmental agency or authority.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01 Term. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than two-thirds (2/3rds) of the then Owners (including the Developer) of the Lots has been recorded agreeing to amend or change, in whole or in part, this Declaration.

Section 9.02 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Developer) entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Owners. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within three hundred sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owner. Those Members (Owners, including the Developer) entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Members of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members (Owners, including the Developer) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the Bylaws to the contrary, a quorum,

for purposes of such meeting, shall consist of not less than seventy percent (70%) of all of the Members (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Montgomery County, Texas, accompanied by a certificate, signed by a majority of the Board of Trustees, stating that the required number of Members (Owners, including the Developer) executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment or termination.

Section 9.03 Amendments by the Developer. The Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee. Additionally, Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential subdivisions at the time this Declaration was adopted. Likewise, the Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the property values within the Subdivision.

Section 9.04 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity of unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 9.05 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that (i) prior to the Control Transfer Date any such merger or consolidation shall be approved (in writing or at a meeting duly called for such purpose) by two-thirds (2/3rds) of the Directors and (ii) from and after the Control Transfer Date any such merger or consolidation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Members of the Association and the Developer.

Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of the other association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving

corporation pursuant to the merger. The surviving or consolidated association will be subject to the covenants and restrictions established by this declaration within the Subdivision, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration, except as changed by amendment of this Declaration or by the plan of merger or consolidation. In the event of any inconsistency between the terms and provisions of this Declaration and the terms and provisions of any of the merger or consolidation documents, the terms and provisions of the merger or consolidation documents shall control.

Section 9.06 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 9.07 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 9.08 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 9.09 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

Section 9.10 Effect on Annexable Area. The provisions of this Declaration do not impose any restrictions whatsoever or otherwise encumber the Annexable Area, unless and until portions of the Annexable Area are made subject to the jurisdiction of the Association by a separate instrument executed solely by Developer or its successors and assigns and any lienholders, which instrument is recorded in the Real Property Records of Montgomery County, Texas.

Section 9.11 Developer's Rights and Prerogatives. Prior to the Control Transfer Date, the Developer may file a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for the Developer's (ii) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by the Developer or (i) assignment to any third party owning property in the Subdivision or Annexable Area, of one or more of Developer's specific rights and prerogatives provided in this Declaration to be exercised by Developer. The assignee designated by Developer to exercise one or more of Developer's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the earlier to occur of the (i) Control Transfer Date or (ii) date that said assignee files a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for said assignee's discontinuance of the exercise of said right or

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prerogative. From and after the date that the Developer discontinues its exercise of any right or prerogative hereunder and/or assigns its right to exercise one or more of its rights or prerogatives to an assignee, the Developer shall not incur any liability to any Owner, the Association or any other party by reason of the Developer's discontinuance or assignment of the exercise of said right(s) or prerogative(s). Upon the Developer's Assignment of its rights as of the Transfer Control Date to the Association, the Association shall be entitled to exercise all the rights and prerogatives of the Developer.

9.12 Electric Utility Service. Prior to beginning any construction on a lot, each lot owner, at his expense, shall be required to install electric service lines from the transformer or source of feed to the meter location on said lot. Further, each lot owner may expect to pay a charge for connection to such electric utility service, and the owner is obligated to contact Houston Lighting and Power Company to determine such charge and make arrangements for the installation of said service lines and connection to the electrical distribution system. Owner shall also be responsible for all charges for all utility service furnished to Owner's lot.

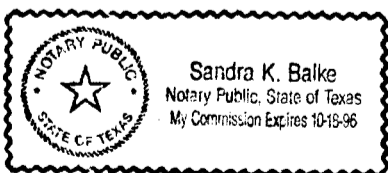
IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand as of this 7th day of January, 1993.

PROPERTIES OF THE SOUTHWEST, INC.

By [Signature]
Name Charles D. Patterson
Title Pres.

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 7th day of January, 1993, by Charles D. Patterson, President of PROPERTIES OF THE SOUTHWEST, INC., a Delaware corporation, on behalf of said corporation.



Sandra K. Balke
Notary Public, State of Texas

JOINDER OF LIENHOLDER

The undersigned, CHAMPION REALTY CORPORATION, the owner and holder of an existing mortgage and lien upon and against a portion of the real property described in the foregoing Declaration as "Property", as such mortgagee and lienholder, does hereby consent to and join in this Declaration.

This consent and joinder shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against each and all of the Lots and all appurtenances thereto, subject to the Restrictions hereby agreed to, with however, the express stipulation that the mortgage and liens owned and held by the undersigned are and shall remain superior to any and all liens or charges imposed or created by this Declaration or provided for in this Declaration.*

Notwithstanding anything to the contrary contained herein, the undersigned CHAMPION REALTY CORPORATION, does not release, subordinate or impair, by this consent and joinder, any and all rights it may have under its liens to succeed to any and all rights, powers and authority of the Developer hereunder in the event of a foreclosure of its mortgage or liens.

Signed by the undersigned officer of CHAMPION REALTY CORPORATION duly authorized, this 6th day of January, 1993.

* In no event shall CHAMPION REALTY CORPORATION be required to enforce any restrictions, covenants, easements and/or any other matters appearing in this Declaration, nor shall the failure to enforce such restrictions, covenants, easements and/or other matters, if any, give claim or cause of action against CHAMPION REALTY CORPORATION.

CHAMPION REALTY CORPORATION

By [Signature]
Name: E. H. Daniels, III
Title: Vice President

93 JAN -8 PM 3:07

STATE OF TEXAS §

COUNTY OF HARRIS §

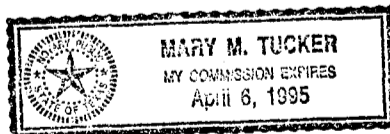
Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

This instrument was acknowledged before me on the 6th day of January, 1993, by E. H. Daniels, III, Vice President of Champion Realty Corporation, a Delaware corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas

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STATE OF TEXAS)
COUNTY OF MONTGOMERY)
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Public Records of Real Property of Montgomery County, Texas.



JAN 08 1993

Return to :

Roy Harris
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

Steele & Page, P.C.
2040 Loop 336 W., Suite 212
Conroe, Texas 77304

**FIRST AMENDED
SENDERA RANCH ARCHITECTURAL CONTROL COMMITTEE
BUILDING AND LOT MAINTENANCE GUIDELINES AND FENCE
POLICIES**

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

These guidelines and policies are adopted for Sendera Ranch Subdivision on the date hereinafter set forth by the Board of Directors of Sendera Ranch Property Owners Association, Inc., and the Architectural Control Committee for Sendera Ranch Subdivision.

WITNESSETH:

WHEREAS, Properties of the Southwest, Inc. a Delaware Corporation, duly filed a Declaration of Covenants, Conditions and Restrictions of Sendera Ranch Section One, a subdivision in Montgomery County, Texas recorded in Cabinet G, Sheet(s) 88A of the Map Records of Montgomery County, Texas; said Declaration of Covenants, Conditions and Restrictions being filed under County Clerk's File Number 9301525; and,

WHEREAS, Properties of the Southwest, Inc. a Delaware Corporation, duly filed a Declaration of Covenants, Conditions and Restrictions for Sendera Ranch Section Two, a subdivision in Montgomery County, Texas recorded in Cabinet G, Sheet(s) 120A & 120B of the Map Records of Montgomery County, Texas; said Declaration of Covenants, Conditions and Restrictions being filed under County Clerk's File Number 9323100; (collectively known as the "Declaration") and,

WHEREAS, Article III of the Declaration provides for the prior written approval of the Architectural Control Committee (hereinafter sometimes referred to as the "ACC") for original construction and all alterations to buildings and their location, slabs, walls, fences and drainage on the Lots in the subdivision and submission of plans and specifications of the same; and

WHEREAS, Article IV of the Declaration provides that the Architectural Control Committee may from time to time promulgate certain minimum acceptable construction standards;

NOW, THEREFORE, the Architectural Control Committee, with the approval of the Board of Directors of Sendera Ranch Property Owners Association, Inc., hereby amends, adopts, establishes and imposes upon Sendera Ranch, Section One and Section Two, the following building and lot maintenance guidelines and fence policies, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Sendera Ranch Section One and Section Two.

Article I

The following Guidelines apply to residential construction consistent with the authority granted and requirements of Article III, section 3.10, Single Family Residential Construction of the Declaration.

Section 1.01 Recreational style homes, such as A-frame, Dome style, Metal or total log homes will not be approved.

Section 1.02 The exterior shall be constructed of painted wood siding or be made of professional materials similar in appearance to wood siding, masonry, brick, stucco or stone, or a combination thereof. The exterior must be architecturally pleasing, must be of colors that are pleasing and must blend harmoniously with other homes in the subdivision. No florescent or "loud" colors will be permitted. All changes in paint colors to existing homes must be approved in advance by the Architectural Control Committee. All exterior paint colors must be approved by the Architectural Control Committee in advance for new construction. All exterior painted surfaces shall be kept clean and free from any mold, mildew, algae, or the like. Any exterior painted surface that becomes discolored, faded, cracked or otherwise becomes unsightly shall be repainted in a quality and professional manner at the owner's sole expense. Roofing must be approved by the Architectural Control Committee and shall consist of, or a combination of, composition, slate, tile, stone or similar materials or of materials having similar appearances. No flat roofs will be permitted. All materials must be approved by the Architectural Control Committee and be new quality, professional materials that are architecturally pleasing and blend harmoniously with other homes in the subdivision. Corrugated metal roofing will be considered on certain styles of homes and must be at least heavy gauge painted galvanized steel (at least 16 gauge and wind loading available to 150 MPH when using large panels). All roofing materials shall have at least a 25 year warranty and lifetime warranty against rust.

Section 1.03 Attached garages must be at least 324 square feet, shall be sheet rocked, built on a concrete slab and finished. Detached garages must be at least 324 square feet, must not exceed 2500 square feet, built on a concrete slab and constructed of new materials. The exterior can be approved painted siding similar in appearance to wood siding, painted wood siding, stone, masonry, brick, or a combination thereof, to match the finished residence (per Section 1.02 above). The roofing will be of the same type used for the residence (per Section 1.02 above). All materials must be approved by the Architectural Control Committee and be new quality, professional materials that are architecturally pleasing and blend harmoniously with other properties in the subdivision. Detached garages must be erected behind the front building line of the residence and should be built on the lot to minimize visibility as much as possible from the street. The shortest wall of the building must face the front of the lot to minimize the appearance as much as possible. All surfaces shall be kept clean and free from any mold, mildew, algae, or the like. Any surface that becomes discolored, faded, cracked or otherwise becomes unsightly shall be repainted in a quality and professional manner at the owner's sole expense. Detached garages built after current residence is complete shall be completed on or before one hundred eighty (180) days of receipt of approval. **No metal or pre-manufactured fabricated buildings shall be permitted even if covered with approved siding.**

Section 1.04 Outbuildings such as workshops, storage or garden buildings, provided they are no larger than ten feet by ten feet (10' x 10'), may be constructed of heavy gauge painted galvanized steel, painted wood siding, painted siding similar in appearance to wood

siding, stone or masonry, brick, or a combination thereof, to match the finished residence. All materials must be approved by the Architectural Control Committee and be new quality, professional materials that are architecturally pleasing and blend harmoniously with other properties in the subdivision. These structures shall be architecturally pleasing and must not be utilized for equine containment. Outbuildings no larger than ten feet by ten feet (10' x 10') shall be placed so as not to be readily visible from the street or neighboring properties and shall be placed within the building lines on the lot. Variances will be considered on properties without a green belt due to properties being cleared before green belts were adopted. New materials must be used and the building must be constructed in a professional manner. All roofing materials shall have at least a 20 year warranty and lifetime warranty against rust.

Outbuildings such as workshops, storage or garden buildings larger than ten feet by ten feet (10' x 10'), must not exceed 2500 square feet (including overhangs), eave height must not exceed twelve feet (12'), may be constructed with approved painted siding similar in appearance to wood siding, painted wood siding, stone, masonry, brick, or a combination thereof, to match the finished residence, built on a concrete slab and constructed of new materials. The roofing will be same type used for the residence or approved heavy gauge galvanized painted steel (at least 26 gauge and wind loading available to 120 MPH) with a roof pitch of at least 2:12 and roof extensions at least one foot (1'). All materials must be approved by the Architectural Control Committee and be new quality, professional materials that are architecturally pleasing and blend harmoniously with other properties in the subdivision. Outbuildings such as workshops, storage or garden buildings larger than ten feet by ten feet (10' x 10') must be erected behind the front building line of the residence and should be built on the lot to minimize visibility as much as possible from the street. The shortest wall of the building must face the front of the lot to minimize the appearance as much as possible. These types of buildings must be of the highest professional quality and be of the most aesthetically pleasing materials available.

All roofing materials shall have at least a 20 year warranty and lifetime warranty against rust. All surfaces shall be kept clean and free from any mold, mildew, algae, or the like. Any surface that becomes discolored, faded, cracked or otherwise becomes unsightly shall be repainted in a quality and professional manner at the owner's sole expense. All outbuildings such as workshops, storage or garden buildings shall be completed on or before one hundred eighty (180) days of receipt of approval. Any incomplete buildings shall be required to be removed at the Owner's expense. **No metal or pre-manufactured fabricated buildings shall be permitted even if covered with approved siding for outbuilding, workshops, storage or garden buildings.**

Section 1.05 Barns must be larger than 288 square feet (excluding porches and overhangs), must not exceed 2500 square feet (including overhangs), and shall be constructed of new materials. Barns must be placed on a concrete slab with a concrete perimeter where stalls are needed and must be constructed of new materials. Construction of metal buildings must be by a pre-manufactured fabricated company with at least a four inch (4") distance between grooves on the siding. All materials must be approved by the Architectural Control Committee and be new quality, professional materials that are architecturally pleasing and blend harmoniously with other properties in the subdivision. The exterior can be a painted galvanized steel siding (at least 26 gauge), a flat wall painted galvanized steel siding (at least 26 gauge), painted aluminum or an approved painted siding similar in appearance to wood siding, painted wood siding, stone, masonry, brick, or a combination thereof, to match the finished residence. The roofing can be of the same type used for the residence or heavy gauge painted galvanized

steel (at least 26 gauge and wind loading available to 120 MPH) with a roof pitch of at least 2:12, have roof extensions at least one foot (1') and eave height must not exceed twelve feet (12'). Raised center isles, sliding doors, and all welds and bolts treated to protect the metal against rust and corrosion and galvanized steel framework is preferred. These types of buildings must be of the highest professional quality and be of the most aesthetically pleasing materials available. Barns must be erected behind the front building line of the residence and should be built on the lot to minimize visibility as much as possible from the street. The shortest wall of the building must face the front of the lot to minimize the appearance as much as possible. All roofing materials shall have at least a 20 year warranty and lifetime warranty against rust. All surfaces shall be kept clean and free from any mold, mildew, algae, or the like. Any surface that becomes discolored, faded, cracked or otherwise becomes unsightly shall be repainted in a quality and professional manner at the owner's sole expense. Barns shall be completed on or before one hundred eighty (180) days of receipt of approval. Any incomplete barns shall be required to be removed at the Owner's expense. **NO tin building or metallic colors are permitted. NO open shelters, run-in sheds, open equipment barns, open pole barns (poles holding up a roof and just stalls under with no walls), or poor construction similar to a "lean-to" are permitted.**

Section 1.06 Any existing structure or structures approved for construction by the ACC that falls into the category of "not to be readily visible from any street or neighboring properties", as stated in these guidelines, if at any time in the future should become visible, shall be corrected, at the owner's sole expense, so as to comply with the visibility requirements which existed at the time of the original approval by the ACC. This applies not only to these guidelines, but also to the Declaration, other documents adopted by the ACC or the Board of Directors of Sendera Ranch Property Owners Association, Inc., or changes to the Declaration as approved by the Sendera Ranch Property Owners Association, Inc.

Article II

The following Guidelines apply to walls and fencing consistent with the authority granted and requirements of Article III, Section 3.08, of the Declaration. All fencing plans must be submitted for Architectural Control Committee approval and receive written approval prior to construction.

Section 2.01 Fences along or adjacent to a road must satisfy one of the following requirements:

a. For wood or vinyl fences:

1. Be constructed with treated wood, cedar or white vinyl board;
2. Be three (3), two inch by six inch (2" x 6") horizontal boards spaced eleven inches (11") apart;
3. Use four inch by six inch (4" x 6") posts on seven foot (7') centers with the six inch (6") side of posts facing the road;
4. Have an optimum height of fifty inches (50") with a minimum height of forty-six inches (46"), and a maximum height of fifty-four inches (54");

5. Be painted white or a natural wood finish;
6. Be located no closer than twenty feet (20') from the edge of the black top of the road.
 - b. For all other materials:
 1. Be constructed of ornamental iron (black, dark brown or dark green), masonry, brick, stone or a combination thereof;
 2. Have an optimum height of fifty inches (50") with a minimum height of forty-six inches (46") and a maximum height of seventy-two inches (72") on seven foot (7') centers;
 3. Be constructed of new materials and of the most aesthetically pleasing materials available and be of the same materials and colors used for the residence on the lot;
 4. Be located no closer that twenty (20') from the edge of the black top of the road.

Fences along or adjacent to a road may:

1. Have a galvanized fencing wire (no chain link) behind approved fencing for animal and/or human containment purposes only. The wire may not exceed the height of the fence. Chicken wire, hog wire, or the like is not allowed;
2. Have electric fencing so long as it is used in conjunction with authorized construction as set forth above. Electric fences cannot be used exclusively.

Section 2.02 Perimeter fencing shall:

1. Be constructed of treated wood, cedar, white vinyl board, ornamental iron, masonry, brick, stone or a combination thereof;
2. Not exceed eight feet (8') in height or be less than forty-six inches (46") in height except as provided in Section 2.01 above;
3. Not be erected between the front lot line and front of the residence except as provided in Section 2.01 above;
4. Comply with the requirements established in Section 2.01;
5. Utilize four inch by four inch (4" x 4") treated posts on seven to eight foot (7'-8') centers on fences that are not along or adjacent to a road. NO landscaping timbers or similar type of materials are permitted;

Perimeter fencing may:

1. Have galvanized fencing wire (no chain link) behind approved fencing for animal and /or human containment purposes only. The wire may not exceed the height of the fence. Chicken wire, hog wire, or the like is not allowed;

2. Have electric fencing so long as it is used in conjunction with authorized construction as set forth above. Electric fences cannot be used exclusively; and
3. If privacy fencing, not exceed eight (8') in height and will not be permitted across the front of the property (between the front lot line and front of the residence).

Section 2.03 Containment and Cross Fencing:

1. Shall be constructed as stated in Section 2.01 or Section 2.02 above;
2. No fence shall be erected between the front lot line and front of the residence except as provided in Section 2.01 above;
3. Galvanized fencing wire (no chain link) may be used behind approved fencing for animal and/or human containment purposes only. The wire may not exceed the height of the fence. Chicken wire, hog wire, or the like is not allowed;
4. Electric fencing shall be permitted so long as it is used in conjunction with authorized construction as set forth above. Electric fences cannot be used exclusively;
5. Privacy fencing shall not exceed eight feet (8') in height and will be not permitted across the front of the property (between the front lot line and front of the residence);
6. Temporary Fencing shall be in horse pastures for the sole purpose of rotating horses to facilitate the growth of grass and shall not be kept up for more than 60 calendar days with in a six month period. Temporary Fencing shall be constructed of quality products designed specifically for the containment of horses and be placed behind/inside existing approved fencing. No barbed wire shall be permitted.

Section 2.04 Dog Runs and pens shall be placed behind a fence or building so as not to be visible from the street or to adjacent property owners.

Section 2.05 All fences shall be constructed of new materials and of the most aesthetically pleasing materials available and be of the same materials and colors used for the residence on the lot. All metal fences shall be painted black, brown or other colors approved by the ACC. No white metal, florescent or loud colors will be permitted. The Architectural Control Committee, in advance, must approve paint for new construction and color changes in fences already constructed, unless the colors stated above are used. All wood fences can be left natural, painted white or stained a natural wood color. All painted surfaces shall be kept clean and free from any mold, mildew, algae, or the like. Any painted surface that becomes discolored, faded cracked or otherwise becomes unsightly shall be repainted in a quality and professional manner at owner's sole expense.

Section 2.06 All fencing shall be completed on or before one hundred twenty (120) days of receipt of approval. Any incomplete fencing shall be required to be removed at the Owner's expense.

Article III

The following guidelines apply to Lot Maintenance consistent with the authority granted and requirements of Article III, section 3.16, Lot Maintenance of the Declaration:

Section 3.01 In order to maintain the wooded setting so highly prized by the majority of the owners and the real estate market, a minimum twenty-five foot (25') green belt in its natural vegetative state shall be maintained on at least 3 sides of the property as measured from the property lines, even on corner lots. A utility permit with a deposit must be requested by lot owner prior to any clearing within the green belt for a utility company. Utility companies must minimize the disturbance of the vegetation as much as possible. Fencing shall be erected, but must be built to minimize the disturbance of the vegetation as much as possible. **Vegetation cleared inside green belts prior to April 24, 1996 are considered grandfathered and may remain cleared/mowed or brought back to the natural vegetative state. Any vegetation remaining in green belts after April 24, 1996 must remain and should not be cleared/mowed any further at any time. Only removal of dead trees is allowed inside green belts.**

Section 3.02 Prior to the commencement of any clearing of any Lot, a plot plan with the proposed clearing indicated and a deposit, shall be submitted to the ACC in order to secure a Clearing Permit. The initial clearing of the underbrush and weeds is permitted prior to a Clearing Permit being issued and is not considered commencement of clearing so long as it is completed in compliance with Section 3.01 above. **NO CLEARING IN GREEN BELTS AT ANY TIME**, except to remove a dead tree.

Section 3.03 Should the clearing of a lot be performed by a contractor, prior to the commencement of any clearing of any Lot, a plot plan with the proposed clearing indicated and a deposit, shall be submitted to the ACC in order to secure a Clearing Permit. All cleared trees, trash and debris shall be disposed of and the property returned to a neat and attractive state on or before ninety (90) days from the date of issuance of the permit. Should the owner be clearing the property, the time will be extended to a period of one year from the date of issuance of the permit. **NO CLEARING IN GREEN BELTS AT ANY TIME**, except to remove a dead tree.

Section 3.04 If the clearing of the lot is not completed by the end of the time period required in Section 3.03, the ACC reserves the right to notify the Owner, in writing, to begin the completion with ten (10) days, and to be completely finished by the end of thirty (30) days. If not completed, the ACC reserves the right, but not the obligation, to hire a contractor to complete the work and bill the Owner, and levy fines as applicable, with the same right to collect said sums as provided for in Article VIII of the Declaration.

Section 3.05 Once the property is occupied, normal maintenance, such as the removal of dead trees (no more than 10 trees within 30 calendar days within a three month period), or the removal of a live tree (no more than 10 trees within 30 calendar days within a three month period) to allow space for a more desirable tree to flourish, pruning, planting, landscaping, etc., will not require a permit. Should the removal of more than 10 trees (dead or live) be performed within 30 calendar days within a three month period, prior to the commencement of any clearing, a plot plan with the proposed clearing indicated and a deposit, shall be submitted to the ACC in order to secure a Clearing Permit. This does not apply to the green belt areas. **NO CLEARING IN GREEN BELTS AT ANY TIME**, except to remove a dead tree, etc.

Any clearing that has already been commenced prior to the initiation of the Permit Program will not require a Permit. However, the completion time frames will become effective immediately upon adoption of these guidelines by the Board of Directors of Sendera Ranch Property Owners Association, Inc.

The Architectural Control Committee of Sendera Ranch Subdivision and/or the Board of Directors of Sendera Ranch Property Owners Association, Inc. reserve the right to make final approval of all requests.

Adopted this 22nd day of JANUARY, 2007.

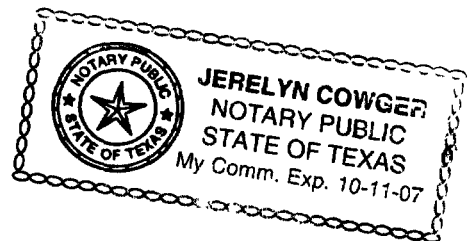
SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC.

By: J.C. Hairrell
Name: J. C. HAIRRELL
Its: PRESIDENT

State of TEXAS
County of MONTGOMERY

SWORN to AND SUBSCRIBED to before me on the 22ND day of JANUARY, by J.C. HAIRRELL, PRESIDENT of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC. a TEXAS NON-PROFIT CORPORATION, on behalf of SAID CORPORATION.

Jerelyn Cowger
Notary Public in AND for
the STATE of TEXAS



CORPORATE SECRETARY'S CERTIFICATE
SENDERA RANCH OWNERS ASSOCIATION, INC.

The undersigned certifies that she is the duly appointed and acting Secretary of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC., (the "Association"). The Association is the property owners' association for SENDERA RANCH, SECTION ONE, a subdivision in Montgomery County, Texas, recorded in Cabinet G, Sheet(s) 88A of the Map Records of Montgomery County, Texas and SENDERA RANCH, SECTION TWO, a subdivision in Montgomery County, Texas, recorded in Cabinet G, Sheet(s) 120A and 120B of the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the Association's current FIRST AMENDED SENDERA RANCH ARCHITECTURAL CONTROL COMMITTEE BUILDING AND LOT MAINTENANCE GUIDELINES AND FENCE POLICIES is attached to this certificate as Exhibit "A."

Signed this 22ND day of January, 2007.

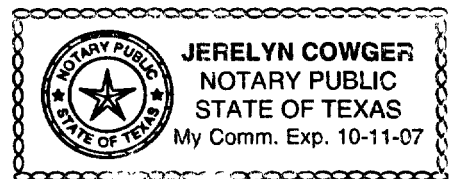
Sharon C Hairrell
Secretary of SENDERA RANCH
PROPERTY OWNERS ASSOCIATION,
INC.

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Sworn to and subscribed to before me on the 22ND day of January, 2007, by SHARON C HAIRRELL, Secretary of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

Jerelyn Cowger
Notary Public in and for the State of Texas



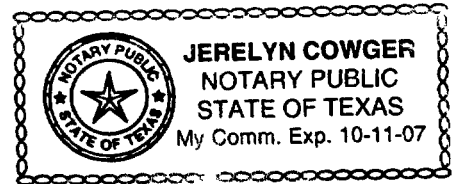
268-11-0552

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 22ND day of January, 2007, by SHARON C HAIRRELL, Secretary of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

Jerelyn Cowger
Notary Public in and for the State of Texas



AFTER RECORDING RETURN TO:

SENDERA RANCH PROPERTY
OWNERS ASSOCIATION, INC.,
6406 Ranch Park Drive
Magnolia, Texas 77354

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

JAN 25 2007



Mark Turnbull
County Clerk
Montgomery County, Texas

FILED FOR RECORD

07 JAN 25 PM 12:10

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

SENDERA RANCH ARCHITECTURAL CONTROL COMMITTEE BUILDING AND
9630163 LOT MAINTENANCE GUIDELINES AND FENCE POLICIES

13.7
5

STATE OF TEXAS X
X
COUNTY OF MONTGOMERY X

KNOW ALL MEN BY THESE PRESENTS:

These guidelines and policies are adopted for Sendera Ranch Subdivision on the date hereinafter set forth by the Board of Directors of Sendera Ranch Property Owners Association, Inc., and the Architectural Control Committee for Sendera Ranch Subdivision,

WITNESSETH:

WHEREAS, Properties of the Southwest, Inc. a Delaware Corporation, duly filed a Declaration of Covenants, Conditions and Restrictions for Sendera Ranch Section One, a subdivision in Montgomery County, Texas recorded in Cabinet G, Sheet(s) 88A of the Map Records of Montgomery County, Texas; said Declaration of Covenants, Conditions and Restrictions being filed under County Clerk's File Number 9340-6802, in 1993; and,

WHEREAS, Properties of the Southwest, Inc. a Delaware Corporation, duly filed a Declaration of Covenants, Conditions and Restrictions for Sendera Ranch Section Two, a subdivision in Montgomery County, Texas recorded in Cabinet G, Sheet(s) 120A & 120B of the Map Records of Montgomery County, Texas; said Declaration of Covenants, Conditions and Restrictions being filed under County Clerk's File Number 9323100, on May 6, 1993; (collectively known as the "Declaration") and,

WHEREAS, Article III of the Declaration provides for the prior written approval of the Architectural Control Committee for original construction and all alterations to buildings and their location, slabs, walls, fences and drainage on the Lots in the subdivision and submission of plans and specifications of the same; and,

WHEREAS, Article IV of the Declaration provides that the Architectural Control Committee may from time to time promulgate certain minimum acceptable construction standards;

NOW, THEREFORE, the Architectural Control Committee, with the approval of the Board of Directors of Sendera Ranch Property Owners Association, Inc., hereby adopts, establishes and imposes upon Sendera Ranch, Section One and Section Two, the following building and lot maintenance guidelines and fence policies, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Sendera Ranch Section One and Section Two.

ARTICLE I.

The following guidelines apply to residential construction consistent with the authority granted and requirements of Article III, Section 3.01, Single family Residential Construction of the Declaration.

Section 1.01 Recreational style homes, such as A-frame, Dome style or total log homes, will not be approved. Metal roofing of any kind is discouraged. Further research is underway to determine the specifications to be applied if approval is to be granted. These specifications will include whether the structure would be architecturally pleasing with a metal roof, i.e.: a Victorian style house would not be considered, but a ranch style or farm style might be. These specifications will be attached as an addendum to this document upon the approval of the Board of Directors of Sendera Ranch Property Owners Association, Inc.

Section 1.02 The exterior shall be painted with colors that are pleasing and blend harmoniously with other homes in the subdivision. No fluorescent or loud colors will be permitted. All exterior paint colors must be approved by the Architectural Control Committee in advance. This includes new construction and repaint if color changes.

Section 1.03 - Attached garages shall be sheetrocked and finished. Detached garages have to be on a concrete slab and constructed of new materials. The exterior can be an approved siding or brick veneer, or a combination to match the finished residence. The roofing will be of the same type used for the residence.

Section 1.04 - Outbuildings such as hobby workshops, storage or garden buildings provided they are no larger than ten feet by ten feet (10' x 10'), may be constructed of metal and must be architecturally pleasing. Outbuildings shall be placed so as not to be readily visible from any street or neighboring properties and shall be placed within the building lines. New materials must be used and the building must be constructed in a professional manner.

Section 1.05 - Barns, or other outbuildings, larger than ten feet by ten feet (10' x 10') shall be constructed of new materials. No metal buildings will be approved. The roofing shall be of the same type of material and color used for the residence on the Lot.

Section 1.06 - Open horse stalls shall be constructed of new materials in a professional manner and may have a heavy gauge galvanized steel roof. No pole barns or poor construction similar to a "lean-to" are allowed.

Section 1.07 - Any existing structure or structures approved for construction by the ACC that falls into the category of "not to be readily visible from any street or neighboring properties", as stated in these guidelines, if at any time in the future should become visible, shall be corrected, at the owners sole expense, so as to comply with the visibility requirements as existed at the time of the original approval by the ACC. This applies not only to these guidelines, but also to the Declaration, more commonly known as the Deed Restrictions, other documents adopted by the ACC, the Board of Directors of Sendera Ranch Property Owners Association, Inc., or changes to the Deed Restrictions as approved by the Sendera Ranch Property Owners Association.

ARTICLE II.

The following guidelines apply to walls and fencing consistent with the authority granted and requirements of Article III, Section 3.08, of the Declaration. All fencing plans must be submitted for Architectural Control Committee approval and receive written approval prior to construction:

Section 2.01. - Fences along or adjacent to roads shall:

1. Be constructed of treated wood or cedar.
2. Be three (3), two inch by six inch (2" x 6") horizontal boards spaced eleven inches (11") apart.
3. Use four inches by six inches (4" x 6") posts on seven foot (7') centers with the six inch (6") side of posts facing the road.
4. Have an optimum height of fifty inches (50") with a minimum height of forty - six inches (46") and a maximum height of fifty-four inches (54").
5. Be painted white.
6. Be located twenty feet to twenty-five feet (20'-25') from the edge of the black top of the road.

Section 2.02. - Perimeter Fencing shall:

1. Be constructed of treated wood, cedar, ornamental iron or masonry.
2. Not to exceed eight feet (8') in height or be less than forty-six inches (46") in height.
3. Comply with the requirements established in Section 2.01, Numbers 1-4, above, when constructing a ranch-style fence;
 - a. Four inches by four inches (4" x 4") treated posts (NOT landscaping timbers or equal material) may be used on fences that are not along or adjacent to a road.
4. Galvanized fencing wire may be used behind approved fencing as stated in Section 2.01 or Section 2.02 above, for animal and/or human containment purposes only, provided that the galvanized fencing is no closer to the front property line than seventy-five feet (75'). The wire may not exceed the height of the fence. Chicken wire and galvanized fencing are not allowed.

Section 2.03. - Containment and Cross Fencing:

1. Shall be constructed as stated in Section 2.01 or Section 2.02 above.
2. No fence shall be erected between the front lot line and front of the residence except as provided in Section 2.01, Numbers 1-4 above.
3. Galvanized fencing wire (not chain link) may be used behind approved fencing as stated in Section 2.01 or Section 2.02 above, for animal and/or human containment purposes only, provided that the galvanized fencing is no closer to the front property line than seventy-five feet (75') and conforms to item Section 2.03.(2) above. The wire may not exceed the height of the fence. Chicken wire is not allowed.

Section 2.04. - Dog Runs and pens shall be placed behind a fence or building so as not to be readily visible from the street or offensive to adjacent property owners.

Section 2.05. - All fencing shall be completed on or before one hundred twenty (120) days of receipt of approval. Any incomplete fencing may be required to be removed.

The Architectural Control Committee of Sendera Ranch subdivision and/or the Board of Directors of Sendera Ranch Property Owners Association, Inc., reserves the right to make final approval of all fencing requests.

ARTICLE III.

The following guidelines apply to Lot Maintenance consistent with the authority granted and requirements of Article III, Section 3.16, Lot Maintenance of the Declaration:

Section 3.01. - In order to maintain the wooded setting so highly prized by the majority of owners and the real estate market, a minimum twenty-five foot (25') green belt in its natural vegetative state shall be maintained on at least 3 sides of the property as measured from the property lines.

Section 3.02. - Prior to the commencement of any clearing of any Lot, a plot plan with the proposed clearing indicated, shall be submitted to the ACC in order to secure a Clearing Permit. The initial clearing of underbrush and weeds is permitted prior to a Clearing Permit being used and is not considered commencement of clearing.

Section 3.03. - Should the clearing of a lot be performed by a contractor, all cleared trees, trash and debris shall be disposed of and the property returned to a neat and attractive state on or before ninety (90) days from the date of issuance of the permit. Should the owner be clearing the property, the time will be extended to a period of one year from the date of issuance of permit.

Section 3.04. - If the clearing of the Lot is not completed by the end of the time periods required in Section 3.03, the ACC reserves the right to notify the Owner, in writing, to begin the completion within ten(10) days, and to be completely finished by the end of thirty (30) days. If not completed, the ACC reserves the right, but not the obligation, to hire a contractor to complete the work and bill the Owner and levy fines as applicable with the same rights to collect said sums as provided for in Article VIII. of the Declaration.

Section 3.05. - Once the property is occupied, normal maintenance, such as the removal of dead trees, the removal of a live tree to allow space for a more desirable tree to flourish, pruning, planting, landscaping, etc., will not require a Permit.

Any clearing that has already been commenced prior to the initiation of the Permit Program, will not require a Permit. However, the completion time frames will become effective immediately upon adoption of these guidelines by the Board of Directors of Sendera Ranch Property Owners Association, Inc.

Adopted this 24th day of April 1996.

159-00-0970

SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC.

[Handwritten Signature]

By: Gary Boyd, President

[Handwritten Signature]

By: Pat Lakey, Vice President

[Handwritten Signature]

By: Larry Fojt, Board Member

STATE OF TEXAS X
COUNTY OF MONTGOMERY X

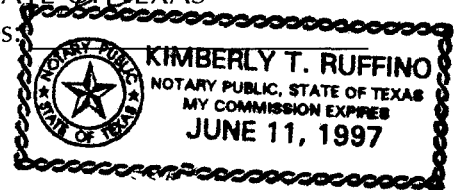
BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared, GARY BOYD, the President of Sendera Ranch Property Owners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24 day of April, 1996.

[Handwritten Signature]

NOTARY PUBLIC - STATE OF TEXAS

My commission expires



STATE OF TEXAS X
COUNTY OF MONTGOMERY X

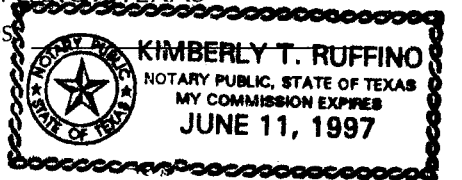
BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared, PAT LAKEY, the Vice President of Sendera Ranch Property Owners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24 day of April, 1996.

[Handwritten Signature]

NOTARY PUBLIC - STATE OF TEXAS

My commission expires



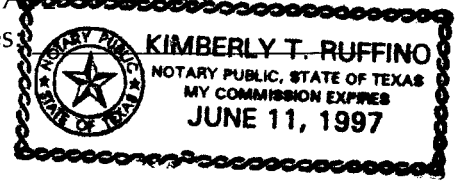
159-00-0971

STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared, LARRY FOJT, a Board Member of Sendera Ranch Property Owners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24 day of April, 1996.

Kimberly J. Ruffino
NOTARY PUBLIC - STATE OF TEXAS
My commission expires



FILED FOR RECORD
96 MAY 21 AM 8:07
MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS
[Signature] DEPUTY

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black outs, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas.

MAY 21 1996



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

✓ RETURN TO:

Michael R. O'Neal
Attorney at Law
P.O. Box 41618
Houston, Texas 77241-1618

Sendera Ranch Property Owners Association

**6406 Ranch Park Drive
Magnolia, Texas 77354**

878-00-1719

Guidelines for Guest/Servants House

(Clarification of Article III, Section 3.01 of the Sendera Ranch Deed Restrictions)

- An application must be submitted to the ACC (Architecture Control Committee), along with 2 sets of plans, including the framing plan and plot diagram showing location of the guest/servants quarters. The location of the house cannot be more than 150 feet from the primary residence. The guest/servants house must be connected to the primary residence by a breezeway. The front of the guest/servants house must face to the back of the primary residence or be placed where it would face into the back yard of the primary residence (ask for written clarification on this). The guest/servants house cannot include a garage. * A list of new materials must accompany application.
- The building must be an extension of the primary residence in appearance.
- The living space shall be a minimum of 500 square feet and a maximum of 1000 square feet.
- In order to conform to the deed restrictions regarding Single Family Dwellings, there cannot be a separate mailing address, and no separate utility services. Guest/Servant house must be powered through the primary residence electrical (meter) source.
- Guest/Servants house are to be occupied by:
 - * No more than two people employed by the property owners on a full time basis.
 - * Guest who do not use the structure as a permanent address, and do not stay on a full time basis.
- The structure cannot be used for rental, lease or business purposes.
- The septic system needs to comply with County codes and guidelines.
- No separate driveway.
- All established guidelines and deed restrictions concerning construction and improvements apply.
- If a variance needs to be considered by the ACC for any deviations from the above referenced guidelines please contact the ACC before construction is approved.
- Changes to these guidelines will be amended as deemed necessary.

Delivered by: _____ Title: _____

Received by: _____ Date _____

adopted 10/9/97 amended 6/16/98

(Correction to previous guideline it stated: Guest/Servants Quarters, should have been Guest/Servants House, according to the deed restrictions)

**Sendera Ranch Property Owners Association
6406 Ranch Park Drive
Magnolia Texas 77354**


Guidelines for Pools

- * An application must be submitted to the ACC, along with two sets of plans, showing location of pool on the property. Pools are considered an improvement and must be approved by the ACC as stated in Article IV, Section 4.01 in Sendera Ranch Deed Restrictions I & II.
- * Any above ground pools must be concealed from any street or neighboring property. Show on sketch how pool will be concealed.
- * If unable to obtain concealment with natural vegetation, it must be enclosed with fencing or shrubbery of a height which would immediately conceal it from view. ACC must approve proposed enclosures.
- * Fencing must be constructed of new materials and completed within sixty days of construction of the pool.
- * A list of new materials being used must accompany application and plans.
- * All county and state guidelines must be complied with.
- ** Changes to these guidelines will be amended as deemed necessary, and requests for variances will be considered by the ACC.

Delivered By: _____ Title: _____

Received By: _____ Date: _____

6/17/98

FILED FOR RECORD
01 MAY 21 AM 9:32
MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS
 DEPUTY

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the official Public Records of Real Property of
Montgomery County, Texas

MAY 21 2001



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

Ranch

SENDERA ~~LAKE ESTATES~~ PROPERTY OWNERS ASSOCIATION
REGULATION OF SOLAR PANELS, ROOF SHINGLES,
FLAGS, FLAG POLES, RELIGIOUS ITEMS AND RAIN BARRELS

PI145-2013029803-8

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, SENDERA LAKE ESTATES PROPERTY OWNERS ASSOCIATION, (the "Association"), is the governing entity for Sendera ~~Lake Estates~~ ^{RANCH} Property Owners Association, an addition in Montgomery County, Texas, as more particularly described in Exhibit "A", attached hereto (the "Subdivision"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Sections 202.010, 202.011, 202.012, 202.018, and 202.007(d) which require the Associations to allow solar panels, certain roofing materials, flags, flag poles, religious items and rain barrels, and authorizes the Association to regulate such items; and

WHEREAS, the Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein; and

WHEREAS, in the event of a conflict between these Regulations and any previously adopted regulations regarding this subject matter, these Regulations shall control;

NOW THEREFORE, in accordance with the foregoing, the Association hereby adopts the following Regulations:

I. Solar panels are permitted to the extent required by 202.010 of the Texas Property Code, subject to the following regulations:

- 1) The owner shall first apply to and receive written approval from the Architectural Control Committee (ACC) prior to installation of any solar panels or other solar items (collectively "Solar Panels") permitted by 202.010.
- 2) Solar Panels shall be located in a fenced-in yard or patio OR on the roof of the house or other approved structure, not visible from the front of the structure, and in a location approved by the ACC (subject to any limitation imposed by 202.010).
- 3) Solar Panels shall be located entirely on the property of the owner erecting the Solar Panels and shall not be located on any other lot, property or common area.

- 4) When mounted on a structure, no Solar Panel may be higher or wider than the roofline of the structure it is mounted on.
- 5) When mounted on a structure, the top edge of all Solar Panels shall be parallel with the roofline and shall conform to the slope of the roofline.
- 6) If located in a fenced-in yard or patio, the Solar Panels shall be lower than the fence line of the yard or patio.
- 7) Solar Panels shall not cause an unreasonable or disproportionate visual impact on neighboring lots. If the Solar Panels would “substantially interfere with the use and enjoyment of land causing unreasonable discomfort or annoyance to persons of ordinary sensibilities” it will not be allowed unless all adjoining owner’s give their written approval. The Architectural Control Committee (ACC) will decide what is an unreasonable or disproportionate visual impact on neighboring lots and will inform the property owner of what changes must be made to correct any unreasonable or disproportionate visual impact.
- 8) Solar Panel frames, brackets, wires and pipes shall be a shade of silver, bronze or black.

II. To the extent required by 202.011 of the Texas Property Code, Owners are entitled to install roof shingles designed primarily to be wind and/or hail resistant; shingles that provide heating and cooling efficiencies greater than those provided by customary composite shingles; and shingles that provide solar generation capabilities (collectively referred to as “Alternative Shingles”), subject to the following regulations:

- 1) The owner shall first apply to and receive written approval from the ACC prior to installation, alteration or modification of Alternative Shingles.
- 2) Alternative Shingles shall resemble the shingles commonly used on property in the Association.
- 3) Alternative Shingles shall be more durable than and of equal or superior quality than the shingles commonly used on property in the Association.
- 4) Alternative Shingles shall match the aesthetics of the property surrounding the owner’s property.

III. To the extent required by 202.012 of the Texas Property Code, Owners are entitled to display a United States Flag, a Texas State Flag, or a replica flag of any branch of the United States Armed Forces (“Permitted Flags”), and to install a flag pole on their property for the purpose of displaying the Permitted Flags; subject to the following regulations:

- 1) The Owner shall first apply to and receive written approval from the ACC prior to installation of any flag pole.
- 2) United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.
- 3) The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 4) Only Permitted Flags may be displayed within the Association.
- 5) Permitted Flags shall be displayed from a pole attached to a structure OR from a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage or entry door.
- 6) A flag pole attached to a structure shall be limited to one per lot, shall be no more than 6 feet long and shall be securely attached by a bracket with an angle of 30 to 45 degrees down from vertical. The flag pole shall be attached in such a manner as to not damage the structure. One attached flag pole is allowed on the front portion of a structure facing the street in a location approved by the ACC. Brackets which accommodate multiple flag poles are prohibited.
- 7) A flag pole, whether attached to a dwelling or freestanding, shall be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the flag pole and harmonious with the dwelling. Flag poles shall be commercially produced and not home-made, they shall not be constructed of wood or plastic.
- 8) Only one of each Permitted Flag may be displayed at any one time.
- 9) The flag display and flag pole shall conform to all setbacks, easements, and zoning ordinances.
- 10) Flags and flag poles must be maintained in good condition; flags and poles that are deteriorating or represent an unsafe condition shall be repaired, replaced or removed.
- 11) Free-standing flag poles, are limited to one per lot, in a location approved by the ACC in writing, and shall not exceed 20 feet in height (including any ornamental cap) and 9 inches in diameter. Free-standing flag poles shall be permanently installed in the ground according to the manufacturer's instructions.
- 12) Permitted Flags are limited in size to 3 feet tall by 5 feet wide.

- 13) Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting shall be:
 - a) approved in writing by the ACC prior to installation, and
 - b) shall be ground mounted in the vicinity of the flag, and
 - c) shall utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover, and
 - d) shall point towards the center of the flag and face the main structure on the property or to the center of the property if there is no structure, and
 - e) shall not provide illumination exceeding the equivalent of a 60 watt incandescent bulb.
- 14) Flag poles shall not generate unreasonable noise levels which would disturb the surrounding residents. In order to minimize noise all flag poles shall utilize vinyl or plastic snap hooks, shall utilize snap hook covers and may secure a rope around the flag pole with a flag pole clasp, or do whatever else is necessary to comply.
- 15) An owner can only place a flag pole or flag on his own property and no other lot, property or common area.
- 16) Flag poles are permitted solely for the purpose of displaying Permitted Flags. If a flag pole is not longer used on a daily basis it shall be removed by the Owner.

IV. Religious Items related to any faith that is motivated by an Owner's sincere religious belief or tradition, may be displayed, as required by 202.018 of the Texas Property Code, subject to the following regulations:

- 1) The religious item cannot threaten public health or safety.
- 2) The religious item cannot violate any law.
- 3) The religious item cannot contain language, graphics or other display that is patently offensive to a passerby.
- 4) The religious item must be located on the entry door or entry door frame and cannot extend past the outer edge of the door frame of the dwelling.
- 5) The maximum space allotted to a religious item or combination of religious items shall be no more than 25 square inches.
- 6) The Association may remove any item that does not conform to these regulations.

V. Rainwater Recovery Barrels or Systems (“Barrels/System”) shall be permitted to the extent required by 202.007(d), subject to the following regulations:

- 1) The Owner shall first apply to and receive written approval from the ACC prior to installation of any Barrels/System.
- 2) The Barrels/System must be of a color that is consistent with the color scheme of the owner’s home.
- 3) The Barrels/System cannot be located between the front of the owner’s home and an adjoining or adjacent street. (the front yard)
- 4) The Barrels/System must not display any language or other content that is not typically included on the item when it is manufactured.
- 5) The Association may regulate the size, type, materials and manner of screening for Barrels/System that are visible from the street, another lot, or common area.
- 6) There must be sufficient area on the owner’s property to install the Barrels/System, no Barrels/ System shall be located on or extend onto any property other than the owner’s lot.
- 7) Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Barrels/ System, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common are.
- 8) Screening may be accomplished by an approved solid fence, structure or vegetation; by burying the tanks/barrels; or by placing the equipment in an outbuilding approved by the ACC.
- 9) A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above, so long as:
 - a) the barrel does not exceed 55 gallons, and
 - b) the barrel is installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle, and
 - c) the barrel is fully painted in a single color to blend with the adjacent home or vegetation, and
 - d) any hoses attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible location when not in use.

- 10) Overflow lines from a System must not be directed onto or adversely affect adjacent properties or common areas.
- 11) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are prohibited, however, where space allows and where appropriate as determined by the Association, ACC approved ponds may be used for water storage.
- 12) Harvested water must be used and is not allowed to become stagnant or a threat to health.
- 13) All systems shall be maintained in good repair. Unused systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view of any street or common area.

SENDERA RANCH PROPERTY OWNERS ASSOCIATION

CERTIFICATION

“I, the undersigned, being the President of Sendera Ranch Property Owners Association, hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the 29 day of Jan, 2013.”

By: Gregory E. Cadh VICE
President

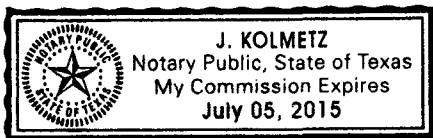
Print name: Gregory E. Cadh

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 29 day of January, 2011.



J. Kolmetz
Notary Public, State of Texas

EXHIBIT "A"

Sendera Ranch, an addition in Montgomery County, Texas, according to recording data for the subdivision: Clerk's File No. 9301525Cabinet G, Sheets 88A, 88B & 89A of the Maps Records of Montgomery County, Texas.

Declaration of Covenants, Conditions and Restrictions of Sendera Ranch Section One recorded in the Official Records of Real Property of Montgomery County, Texas under Clerk's File No. 93406802 and the Declaration of Covenants, Conditions and Restrictions of Sendera Ranch Section Two, recorded in the Official Records of Real Property of Montgomery County, Texas under clerk's File No. 9323100.

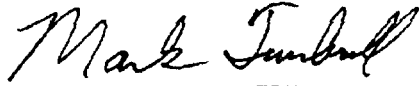
Amendment to Declaration of Covenants, Conditions and Restrictions Sendera Sections 1 and 2 recorded in the Official Records of Real Property of Montgomery County, Texas recording data 2002-129695 recorded on or about December 11, 2002 together with any other filings of records (if any).

First Amendment Sendera Ranch Architectural Control Committee Building and Lot Maintenance Guidelines and Fence Policies, recorded in the Official Records of Real Property of Montgomery County, Texas recording data 2007-009564 on or about January 25, 2007 together with any other filings of records (if any).

After Recording Return to:
Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

FILED FOR RECORD

03/27/2013 1:26PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

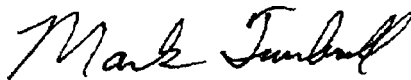
RECORDER'S MEMORANDUM:

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

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

03/27/2013



County Clerk
Montgomery County, Texas

SEC 2 DECLARATION OF
COVENANTS, CONDITIONS, &
RESTRICTIONS: AMENDMENT

SEC 2 DECLARATION OF
COVENANTS, CONDITIONS, &
RESTRICTIONS

SEC 2 ACC BLDG & LOT
MAINT. GUIDELINES & FENCE
POLICIES: AMENDMENT

SEC 2 ACC BLDG & LOT
MAINT. GUIDELINES & FENCE
POLICIES

SEC 2 POOL &
GUEST/SERVANTS HOUSE
GUIDELINES

SEC 2 REGULATION OF SOLAR
PANELS, ROOF SHINGLES,
FLAGS, RELIGIOUS ITEMS

ARCHIBALD HODGE SURVEY
A-18

JAMES HODGE SURVEY

CHAMPION PAPER & FIBER CO.
526.9 ACRES
VOL. 266 PAGE 74
M.C.D.R.

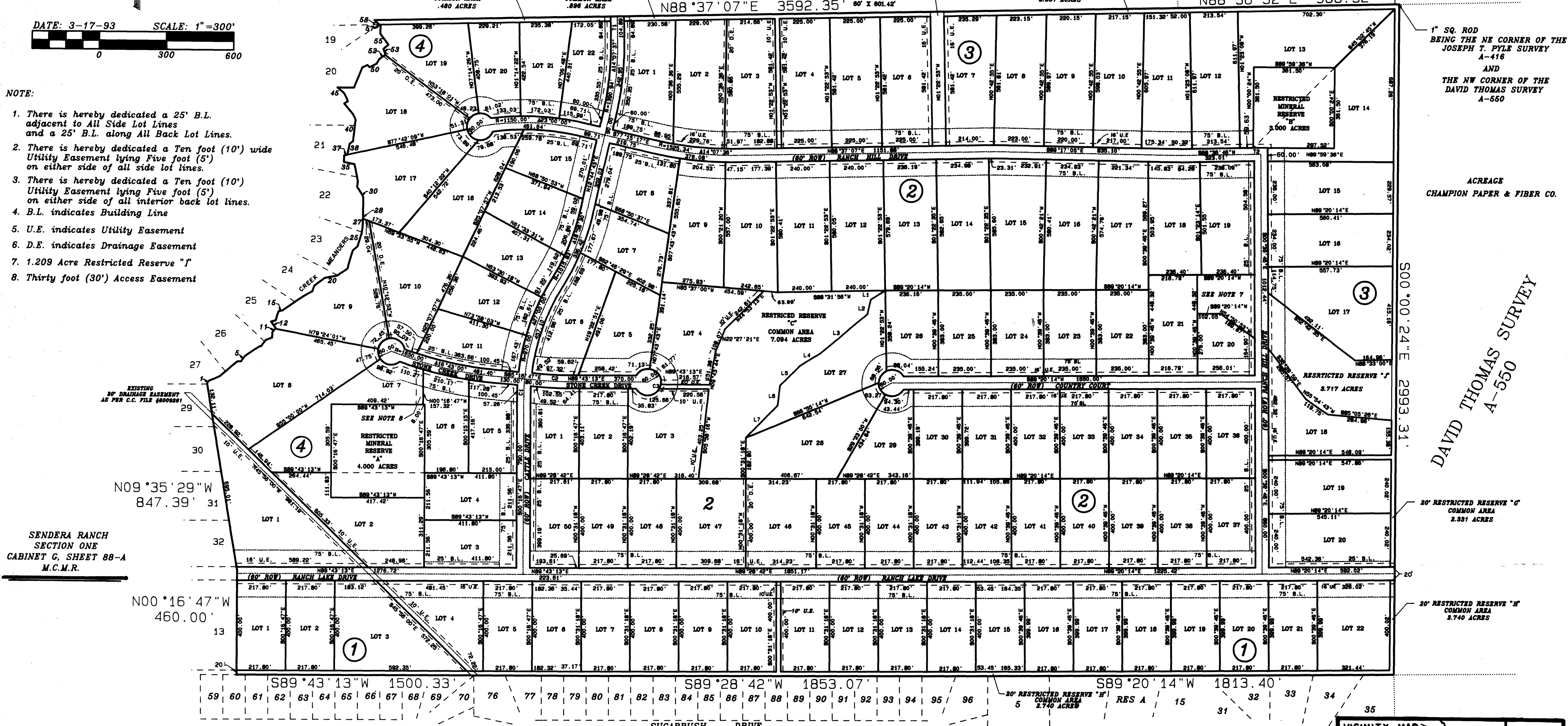
LAKE CREEK FOREST
SECTION 1
CABINET C, SHEET 31-B
M.C.M.R.

A-19

DATE: 3-17-93 SCALE: 1"=300'

NOTE:

- There is hereby dedicated a 25' B.L. adjacent to All Side Lot Lines and a 25' B.L. along All Back Lot Lines.
- There is hereby dedicated a Ten foot (10') wide Utility Easement lying Five foot (5') on either side of all side lot lines.
- There is hereby dedicated a Ten foot (10') Utility Easement lying Five foot (5') on either side of all interior back lot lines.
- B.L. indicates Building Line
- U.E. indicates Utility Easement
- D.E. indicates Drainage Easement
- 1.209 Acre Restricted Reserve "I"
- Thirty foot (30') Access Easement



SENDERA RANCH
SECTION ONE
CABINET C, SHEET 88-A
M.C.M.R.

WESTWOOD SUBDIVISION
SECTIONS 3 & 4
CABINET B, SHEET 158-A
AND
CABINET C, SHEET 25-A
M.C.M.R.

THOMAS TAYLOR SURVEY
A-546

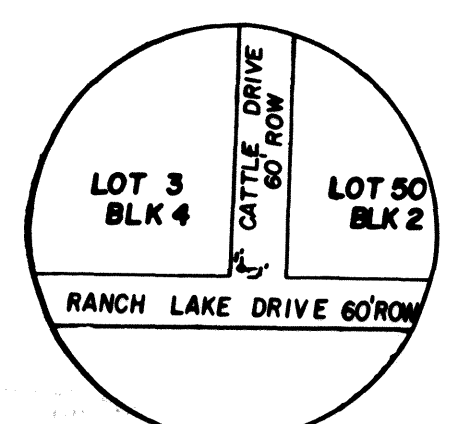
MONTGOMERY PLACE
CABINET A, SHEET 53-A
M.C.M.R.

SENDERA RANCH
(SECTION TWO)

114 RESIDENTIAL LOTS * 4 BLOCKS * 10 RESERVES

336.9444 ACRES

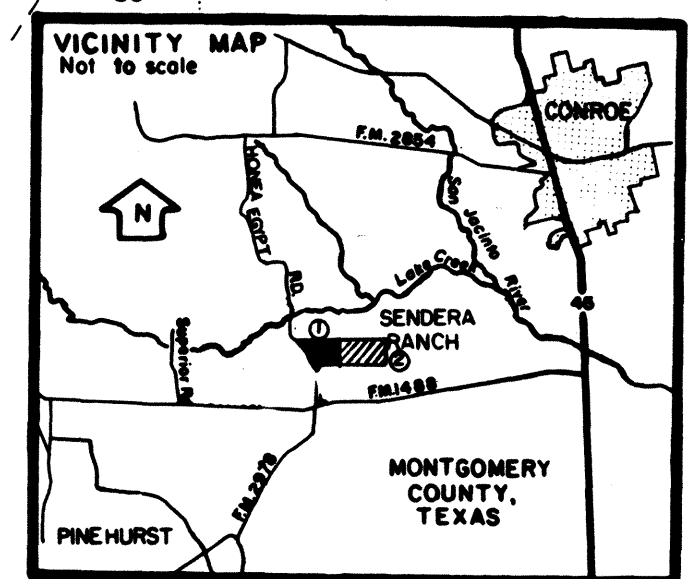
OF LAND IN THE JOSEPH T. PYLE
SURVEY, A-416
MONTGOMERY COUNTY,
TEXAS



NTS.
BENCH MARK: 3" BRASS DISC
SET IN CONC., ELEV. 210.25

CREEK MEANDERS

- N 24 deg 21 min 32 sec E, 13.89 feet
- N 64 deg 47 min 20 sec E, 57.11 feet
- N 49 deg 15 min 39 sec E, 101.04 feet
- N 88 deg 01 min 03 sec E, 17.06 feet
- N 36 deg 13 min 53 sec E, 30.28 feet
- N 55 deg 32 min 24 sec E, 77.19 feet
- N 85 deg 43 min 18 sec E, 6.80 feet
- N 36 deg 09 min 19 sec E, 34.87 feet
- N 68 deg 25 min 05 sec E, 30.72 feet
- N 00 deg 04 min 54 sec W, 23.89 feet
- N 44 deg 54 min 46 sec E, 22.14 feet
- N 36 deg 46 min 22 sec W, 37.81 feet
- N 75 deg 06 min 33 sec E, 24.01 feet
- N 14 deg 46 min 58 sec E, 42.91 feet
- N 77 deg 20 min 09 sec E, 18.30 feet
- N 55 deg 40 min 44 sec E, 109.97 feet
- N 60 deg 11 min 07 sec E, 47.06 feet
- N 20 deg 13 min 44 sec E, 26.45 feet
- N 52 deg 30 min 08 sec E, 58.33 feet
- N 79 deg 47 min 11 sec E, 56.48 feet
- N 55 deg 15 min 04 sec E, 55.64 feet
- N 14 deg 11 min 40 sec E, 24.02 feet
- N 16 deg 56 min 48 sec E, 60.58 feet
- N 50 deg 07 min 57 sec E, 25.62 feet
- N 17 deg 25 min 56 sec E, 62.90 feet
- N 07 deg 24 min 51 sec E, 14.34 feet
- N 03 deg 33 min 32 sec E, 51.72 feet
- N 00 deg 13 min 53 sec W, 12.48 feet
- N 00 deg 05 min 52 sec W, 80.79 feet
- N 28 deg 39 min 18 sec W, 21.92 feet
- N 33 deg 50 min 44 sec W, 7.42 feet
- N 33 deg 40 min 28 sec W, 24.47 feet
- N 09 deg 37 min 45 sec E, 19.47 feet
- N 11 deg 02 min 07 sec W, 83.82 feet
- N 78 deg 00 min 19 sec W, 48.21 feet
- N 03 deg 02 min 55 sec E, 29.64 feet
- N 73 deg 50 min 30 sec E, 15.06 feet
- N 12 deg 20 min 46 sec E, 50.40 feet
- N 53 deg 43 min 12 sec E, 16.53 feet
- N 06 deg 49 min 22 sec E, 92.07 feet
- N 25 deg 22 min 33 sec W, 32.83 feet
- N 38 deg 34 min 13 sec W, 61.18 feet
- N 59 deg 46 min 35 sec E, 19.93 feet
- N 27 deg 12 min 51 sec W, 43.27 feet
- N 49 deg 43 min 45 sec W, 37.48 feet
- N 89 deg 37 min 52 sec E, 74.78 feet
- N 22 deg 17 min 16 sec E, 97.23 feet
- N 63 deg 44 min 11 sec E, 24.33 feet
- N 46 deg 41 min 59 sec E, 14.69 feet
- N 61 deg 41 min 52 sec E, 34.47 feet
- N 30 deg 50 min 04 sec E, 23.57 feet
- N 54 deg 27 min 02 sec E, 33.06 feet
- N 22 deg 52 min 13 sec W, 27.68 feet
- N 52 deg 05 min 38 sec E, 30.71 feet
- N 37 deg 40 min 18 sec W, 62.83 feet
- N 04 deg 26 min 11 sec E, 34.69 feet
- N 46 deg 36 min 32 sec W, 11.89 feet
- N 46 deg 36 min 32 sec W, 28.40 feet



LOT LINE CHART

L1	S 56 deg 43 min 19 sec W, 76.29 feet
L2	S 13 deg 10 min 40 sec W, 65.79 feet
L3	S 49 deg 34 min 12 sec W, 272.33 feet
L4	S 58 deg 07 min 31 sec W, 107.35 feet
L5	S 44 deg 34 min 17 sec W, 126.91 feet
L6	S 06 deg 26 min 13 sec W, 89.34 feet
L7	S 43 deg 56 min 41 sec W, 203.24 feet

ROW CHART

C1	R= 970.00 feet D= 5 deg 00 min 00 sec L= 84.65 feet
C2	R= 1145.19 feet D= 5 deg 00 min 00 sec L= 99.94 feet
C3	R= 60.00 feet D= 20 deg 24 min 21 sec L= 21.37 feet

CURVE DATA

LINE DATA

T1	N 01 deg 22 min 53 sec W, 104.89 feet
T2	S 89 deg 59 min 36 sec W, 34.33 feet

Owner: PROPERTIES OF THE SOUTHWEST INC.
8640 F.M. 1488
MAGNOLIA, TEXAS 77355

POWERS ENGINEERING
3706 W. DAVIS - CONROE, TEXAS 77304

File # 9322732 Cab. G Sheet 120A

THE STATE OF TEXAS:
COUNTY OF MONTGOMERY:

SENDERA RANCH SECTION TWO

A SUBDIVISION OF 336.9444 ACRES OF LAND IN THE JOSEPH T. PYLE SURVEY, A-416 MONTGOMERY COUNTY, TEXAS 114 RESIDENTIAL LOTS · 10 RESERVES · 4 BLOCKS

We, Charles D. Patterson and Elayne Leidecker, President and Secretary, respectively, of Properties of the Southwest, Inc., owner of the property subdivided in the above and foregoing map of Sendera Ranch Section Two, do hereby make subdivision of said property for and on behalf of said Properties of the Southwest, Inc. according to the lines, streets, lots, alleys, parks, building lines, and easements thereon shown, and designate said subdivision as Sendera Ranch Section Two, located in the Joseph T. Pyle Survey, A-416, Montgomery County, Texas, and on behalf of said Properties of the Southwest, Inc. and dedicate to public use, as such, the streets, alleys, parks, and easements shown thereon forever; and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors and assigns to warrant and forever defend the title to the land so dedicated.

This is to certify that we, Charles D. Patterson and Elayne Leidecker, President and Secretary, respectively, of Properties of the Southwest, Inc., owner of the property subdivided in the above and foregoing map of Sendera Ranch Section Two, have complied or will comply with all regulations heretofore on file with the Montgomery County Engineer and adopted by the Commissioners' Court of Montgomery County, Texas.

Further, owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally on additional eleven feet, six inches (11'6") for ten feet (10'0") perimeter ground easements, of five feet, six inches (5'6") for sixteen feet (16'0") perimeter ground easements, from a plane sixteen feet (16'0") above ground level upward, located adjacent to and adjoining said public utility easements shown hereon, whereby the aerial easement totals twenty one feet, six inches (21'6") in width.

Further, owners have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10'0") for ten feet (10'0") back to back ground easements or seven feet (7'0") for sixteen feet (16'0") back to back ground easements, from a plane sixteen feet (16'0") above ground level upward, located adjacent to both sides and adjoining said public utility easements shown hereon, whereby the aerial easement totals thirty feet (30'0") in width.

Further, we, Properties of the Southwest, Inc., do hereby dedicate forever to the public a strip of land a minimum of fifteen (15) feet wide on each side of the center line of any and all gullies, ravines, draws, sloughs, or other natural drainage courses located in the said subdivision, as easements for drainage purposes, giving Montgomery County and/or any other public agency the right to enter upon said easements at any and all times for the purpose of constructing and/or maintaining drainage work and/or structures.

Further, all of the property subdivided in the above and foregoing map shall be restricted in its use, which restrictions shall run with the title to the property, and shall be enforceable, at the option of Montgomery County, by Montgomery County or any citizen thereof, by injunction, as follows:

1. That drainage of septic tanks into road, street, alley or other public ditches, either directly or indirectly, is strictly prohibited.
2. Drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater, and shall be a minimum of one and three quarters (1-3/4) square feet (18" diameter pipe culvert).

Further, we do hereby declare that all parcels of land designated as lots on this plat are originally intended for the construction of residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately, unless otherwise noted.

IN TESTIMONY WHEREOF, Properties of the Southwest, Inc., has caused these presents to be signed by Charles D. Patterson, its President, thereunto authorized, attested by its Secretary, Elayne Leidecker, and its common seal hereunto affixed this 13th day of MARCH, 1993.

PROPERTIES OF THE SOUTHWEST, INC.

By: [Signature]
Charles D. Patterson, President

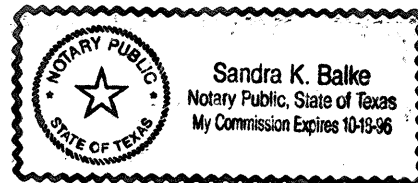
ATTEST:

[Signature]
Elayne Leidecker, Secretary

THE STATE OF TEXAS:
COUNTY OF MONTGOMERY:

BEFORE ME, the undersigned authority, on this day personally appeared Charles D. Patterson and Elayne Leidecker, President and Secretary, of Properties of the Southwest, Inc., known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of MARCH, 1993.



[Signature]
Sandra K. Balke
Notary Public in and for
HAYS County, Texas

THE STATE OF TEXAS:
COUNTY OF MONTGOMERY:

CHAMPION REALTY CORPORATION consents to and joins in the execution of the foregoing plat and subordinates the liens created by Deed of Trust dated MARCH 18, 1993 recorded in the Office of the County Clerk of Montgomery County, Texas, under Clerk's File No. 9313989, to the extent said liens cover any portion of the property described in said plat, to the subdivision and dedication of the property set forth in said plat. In no event shall CHAMPION REALTY CORPORATION be required to enforce any restrictions, covenants and easements appearing on said plat, nor shall the failure to enforce such restrictions, covenants and easements, given claim or cause of action against CHAMPION REALTY CORPORATION.

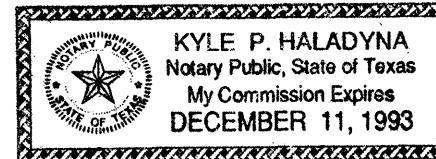
Further, this consent and joinder shall not be construed or operate as a release of CHAMPION REALTY CORPORATION's liens or any part thereof covering that portion of the property described in the foregoing plat which is subject to the above described Deed of Trust, but CHAMPION REALTY CORPORATION agrees that its liens shall hereafter be upon and against said portion of the platted property subject to the restrictions, covenants, easements and other matters, if any, set forth on the plat.

Executed this the 24th day of MARCH, 1993.

CHAMPION REALTY CORPORATION ATTEST
By: [Signature] Name: ERHARD K. MEZANIS
Title: VICE PRESIDENT Title: SECRETARY

STATE OF TEXAS:
COUNTY OF HARRIS:

This instrument was acknowledged before me on the 24 day of MARCH, 1993, by E.H. DANIELS, VICE PRESIDENT and ERHARD K. MEZANIS, SECRETARY of CHAMPION REALTY CORPORATION, a Delaware corporation, on behalf of said corporation.



[Signature]
Kyle P. Haladyna
Notary Public in and for the State of Texas

This is to certify that I, Ken Powers, a licensed Surveyor of the State of Texas, have platted the above subdivision from an actual survey on the ground; and that all block corners, angle points, and points of curve are properly marked with iron rods of minimum 5/8" diameter and 3' long, and that this plat correctly represents that survey made by me.

[Signature]
Ken Powers
Texas Registration No. 3484



POWERS ENGINEERING
3703 W. DAVIS, SUITE C · CONROE, TEXAS 77304

This is to certify that the City Planning Commission of the City of Conroe, Texas, has approved this plat and subdivision of Sendera Ranch Section Two as shown hereon.

IN TESTIMONY WHEREOF, witness the official signature of the Chairman of the City Planning Commission of the City of Conroe, Texas, this 1 day of APRIL, 1993.

[Signature]
Seth Gibson, Chairman

I, J. D. Blanton, County Engineer of Montgomery County, Texas, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the Montgomery County Commissioners' Court.

I further certify that the plat of this subdivision complies with requirements for internal subdivision drainage as adopted by Commissioners' Court; however, no certification is hereby given as to the effect of drainage from this subdivision on the intercepting drainage artery or parent stream or on any other area of subdivision within the watershed.

[Signature]
J. D. Blanton, County Engineer

APPROVED by the Commissioners' Court of Montgomery County, Texas, this 3 day of MAY, 1993.

[Signature] [Signature]
Mike Meador Malcolm Purvis
Commissioner, Precinct 1 Commissioner, Precinct 2

[Signature]
Alan B. Sadler, County Judge

[Signature] [Signature]
Ed Chance Charles Hayden
Commissioner, Precinct 3 Commissioner, Precinct 4

STATE OF TEXAS:
COUNTY OF MONTGOMERY:

I, Roy Harris, Clerk of the County Court of Montgomery County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on MAY 3, 1993, at 9:30 o'clock, A.M., and duly recorded on MAY 5, 1993, at 10 o'clock, A.M., in Cabinet G, Sheet 120A of record of MONTGOMERY for said County.

WITNESS MY HAND AND SEAL OF OFFICE, at Conroe, Montgomery County, Texas, the day and date last above written.

Roy Harris, Clerk, County Court
Montgomery County, Texas

By: [Signature] Deputy

FILED FOR RECORD
93 MAY -5 AM 9:54
[Signature]
ROY HARRIS
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

4

AMENDMENTS TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS SENDERA SECTIONS 1 AND 2

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, personally appeared RENEE JONES, personally known to me, who upon her oath, deposed and stated:

“My name is Renee Jones, and I am the Vice President and authorized agent of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC. I have knowledge of the facts set forth below and am competent and I am authorized to make this Affidavit:

The Declaration of Covenants, Conditions and Restrictions of Sendera Ranch Section 1 recorded in the Official Records of Real Property of Montgomery County, Texas under clerk’s file No. 93406802 and the Declarations of Covenants, Conditions and Restrictions of Sendera Ranch Section 2, recorded in the Official Records of Real Property of Montgomery County, Texas under clerk’s file No. 9323100 have been amended as follows:

Section 3.11 of the Declaration of Covenants, Conditions and Restrictions, Sendera Ranch Sections 1 and 2 are amended to read as follows:

Section 3.11 Vehicle and Implement Storage:

For purposes of maintaining the landscape, the only vehicles and implements allowed to be placed in the open on Lots are those of the passenger car and light truck (pickups, vans, sports utility vehicles) categories, and are truly subject to every-day use. All other vehicles and implements (including but not limited to: trucks other than lightweight, tractors, all forms of watercraft, buses, trailers, recreation vehicles, travel trailers and the like and any accessories or attachments for the vehicles and implements) must be concealed in a structure approved by the Architectural Control Committee or placed in such a manner that is not visible from the street.

No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current valid state inspection sticker and current license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by the Architectural Control Committee.

Section 2.08 of the Declaration of Covenants, Conditions and Restrictions, Sendera Ranch Section 2 are amended as follows:

Section 2.08 Restricted Reserves I and J.

The areas designated as Restricted Reserves I and J on the Plat shall be subject to all use restrictions as are the Lots in the Subdivision as set forth in Article III hereof, provided however, no dwelling or other improvements may be constructed on said Restricted Reserves. Restricted Reserve I shall benefit and be used solely by the owner of Lot 20 on Block 2 in the Subdivision and Restricted Reserve J shall benefit and be used solely by the owner of Lot 17 on Block 3 in the Subdivision.

Section 3.08 of the Declarations of Covenants, Conditions and Restriction, Sendera Ranch Sections 1 and 2 are amended to read as follows:

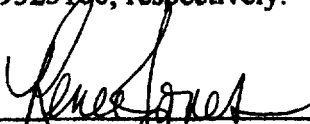
Section 3.08 Walls and Fences:

Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall be not closer to front street property lines than the lot boundary line and no closer than the lot boundary line to side street lines. Any erection of any wall, fence or other improvements on any easement is prohibited. Unless otherwise approved, fences along and adjacent to any road or street must be constructed of wood boards and painted white or white vinyl board. All other fences and walls will be constructed of ornamental iron, wood or masonry. No electric barbed wire or temporary fences shall be allowed

The Amendments were approved in accordance with the said deed restrictions. A certificate signed by a majority of the Board of Directors stating that the required number of members cast a written vote approving the amendments is attached hereto as Exhibit "A".


The real property covered by the deed restrictions and the amendments are described as follows:

SENDERA RANCH SECTION ONE and SENDERA RANCH SECTION TWO, subdivisions in Montgomery County, Texas, as further described in deed restrictions recorded in the official records of Real Property of Montgomery County, Texas, under Clerk's File Numbers 9340-6802 and 9323100, respectively.

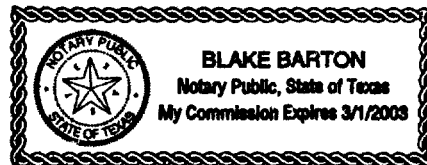


Renee Jones, Vice President
SENDERA RANCH PROPERTY
OWNERS ASSOCIATION, INC.

SUBSCRIBED AND SWORN TO BEFORE ME, on this the 3 day of December, 2002



Notary Public in and for the State of
TEXAS



Return to:

Christina Stone
2500 Tanglewilde, Suite 222
Houston, Texas 77063-2139

EXHIBIT "A"

CERTIFICATE

We, a majority of the members of the Board of Directors of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC. hereby certify as follows:

1. Notice of the amendments to the Declarations of Covenants, Conditions, and Restrictions of Sendera Ranch Sections 1 and 2 ("the Subdivisions"), which amendments are contained in the Amendments to Declarations of Covenants, Conditions and Restrictions to which this Certificate is attached was sent or delivered all owners of lots in the Subdivisions.
2. More than two-thirds of all the owners of lots in Sendera Ranch Section 1 signed a written ballot agreeing to the amendments.
3. More than two-thirds of all the owners of lots in Sendera Ranch Section 2 signed a written ballot agreeing to the amendments.

FILED FOR RECORD

2002 DEC 11 AM 10:05

Mark Tubball
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County, Texas.

DEC 11 2002



Mark Tubball
County Clerk
Montgomery County, Texas

Blake Barton
BLAKE BARTON

Christi Hester
CHRISTI HESTER

Renee Jones
RENEE JONES

Ann Tofft
ANN TOFFT

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9531135

FIRST AMENDMENT OF SENDERA RANCH, SECTION TWO
COVENANTS, CONDITIONS AND RESTRICTIONS

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF MONTGOMERY §

WHEREAS, on April 16, 1993, PROPERTIES OF THE SOUTHWEST, INC. (herein and therein referred to as "Developer"), executed that certain Declaration of Covenants, Conditions and Restrictions, for Sendera Ranch, Section 2, (hereinafter referred to as the "Original Restrictions"), filed for record under County Clerk's File No. 9323100, in the Real Property Records of Montgomery County, Texas; and,

WHEREAS, the Original Restrictions provide, in Section 9.03 of Article IX that the Developer reserves the right to promulgate and impose restrictions (as well as vary and amend said Original Restrictions) for the purpose of correcting any oversight, ambiguity or inconsistency therein, provided such amendment is consistent with and in furtherance of the general plan and scheme of the development; and,

WHEREAS, Sections 1.06 and 2.05 of the Original Restrictions and the Plat ("Plat") of the subdivision filed in Cabinet G, Sheet 120A of the Map Records of Montgomery County, Texas, are unclear and ambiguous regarding Unrestricted Reserve D as said Sections mention a Restricted Reserve D when, in fact, there is no Restricted Reserve D; and

WHEREAS, the Developer desires to amend the Original Restrictions to clarify and correct any ambiguity regarding Unrestricted Reserve D in the Subdivision by deleting any reference to a Restricted Reserve D in the furtherance of the general scheme of the development; and,

WHEREAS, the Developer may amend the Original Restrictions pursuant to Section 9.03 thereof, and the amendment of the Original Restrictions in said manner does not require the joinder of any other person, whether such person be an owner of property in the Subdivision, a lienholder, a mortgagee, a deed of trust beneficiary or any other person;

NOW, THEREFORE, in consideration of the Premises, the Original Restrictions are hereby modified and amended by the Developer as follows:

I.

Section 1.06 on Page 2 of the Original Restrictions (recorded under Clerk's File No. 9323100 in the Real Property Records of Montgomery County, Texas) is hereby modified and amended to read as follows:

Section 1.06 "Common Area" shall mean all real property (including the improvements thereto) within the Subdivision owned by the Developer and/or the Association for the common use and enjoyment of the Owners and/or any other real property and improvements, including, but not limited to, bridle paths, parks, open spaces, lakes, lake road crossings, dams, greenbelt areas, drainage and easements and other facilities and areas designated on the Plat within the Common Area to which the Owners may hereafter become entitled to use. Restricted Reserves E, F, G and H are Common Areas to be used as Bridle Paths. Restricted Reserve C is a Common Area to be used by all the Owners for recreational purposes with that portion of said Reserve C situated around the Wetlands to be used for such purposes as the Association determines. Restricted Mineral Reserves A and B are designated drill sites

and Restricted Mineral Reserve A may be used by the Owners of Lots 2 and 7, Block 4 of the Subdivision with the Owner of Lot 7 having the right to use the North portion of said Reserve A situated on said lot, and the Owner of Lot 2 having the right to use the South portion of said Reserve A on said Lot. Restricted Mineral Reserve B may be used by the Owners of Lots 13 and 14 in Block 3 of the Subdivision, with the Owner of Lot 13 having the right to use the Northwesterly portion of said Reserve B situated on said Lot and the Owners of Lot 14 having the right to use the Southeasterly portion of said Reserve B situated on said Lot.

II.

Section 2.05 on Page 3 of the Original Restrictions (recorded under Clerk's File No. 9323100 in the Real Property Records of Montgomery County, Texas) is hereby modified and amended to read as follows:

Section 2.05 Bridle Paths. An easement on, over and across those Common Areas of The Subdivision designated as Restricted Reserves E, F, G and H on the recorded plat of the Subdivision, and any amendment thereto, is hereby reserved for the non-exclusive use and enjoyment of all Owners, their families, guests and invitees as Bridle Paths. Said easement is herein referred to as "Bridle Path" or "Bridle Paths". No Owner or other person whomsoever shall be permitted to fence or obstruct any portion of any Bridle Path, and no building or other structure whatsoever shall be constructed or maintained on any part of any Bridle Path. The Bridle Paths shall be maintained in as natural state as possible consistent with use as a bridle path, and no cutting of any tree, clearing of any underbrush, or landscaping shall be done thereon except as may from time to time be designated by the Architectural Control Committee. The Bridle Paths shall be used for the purpose of pedestrian walking or jogging and for riding horses or similar activities. No motorized vehicle of any type, including without limitation, any motorcycle, go-cart, tractor or automobile, ATV or other motorized vehicle, shall be permitted on any Bridle Path, except equipment necessary for the construction, maintenance and repair of said Bridle Paths shall be allowed.

III.

Section 1.13 shall be added to Page 2 of the Original Restrictions (recorded under Clerk's File No. 9323100 of the Real Property Records of Montgomery County, Texas) as follows:

Section 1.13 "Unrestricted Reserve D" shall mean and refer to that area on the Plat designated Unrestricted Reserve D, and that area shall not be subject to any of these Restrictions as it is contemplated that area will be used as a road, street or right-of-way for access to the property situated north of the Subdivision.

Except as hereinabove modified, the Original Restrictions, as amended, remain unchanged and continue in full force and effect, binding within the Subdivision in accordance with their terms and provisions.

Executed on this 1st day of June, 1995.

PROPERTIES OF THE SOUTHWEST, INC.

By: 
Name: ROD BROUSSARD
Title: VICE-PRESIDENT

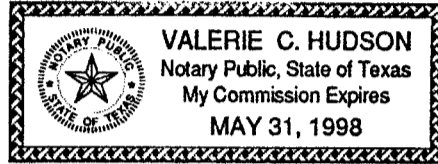
STATE OF TEXAS

§
§
§

COUNTY OF MONTGOMERY

This instrument was acknowledged before me on the 1st day of June, 1995, by ROD BROUSSARD, Vice-President of PROPERTIES OF THE SOUTHWEST, INC., a Delaware corporation, on behalf of said corporation.

Valerie C. Hudson
Notary Public, State of Texas



c:\client\sendera\ranch-s2.amd

FILED FOR RECORD
95 JUN -9 PM 1:15
MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS
[Signature] DEPUTY

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas.

JUN - 9 1995



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

Return to:

James W. Steele
2040 Loop 336 West, Suite 212
Conroe, Texas 77304

PC
49
REAL PROPERTY RECORDS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SENDERA RANCH, SECTION 2

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

KNOW ALL MEN BY THESE PRESENTS:

This Declaration, made on the date hereinafter set forth by PROPERTIES OF THE SOUTHWEST, INC., a Delaware corporation, duly authorized to do business in the State of Texas, hereinafter referred to as "Developer",

W I T N E S S E T H:

WHEREAS, Developer is the owner of that certain tract of land known as "SENDERA RANCH - SECTION TWO" being a subdivision of 336.9444 acres of land situated in the Joseph T. Pyle Survey, A-416, Montgomery County, Texas according to the plat ("Plat") of said Sendera Ranch, Section Two recorded in the office of the County Clerk of Montgomery County, Texas on the 3rd day of May, 1993, after having been approved as provided by law, and being recorded in Cabinet G, Sheet(s) 120A & 120B, of the Map Records of Montgomery County, Texas (hereinafter referred to as the "Property" or the "Subdivision"); and

WHEREAS, it is the desire of Developer to place certain restrictions, easements, covenants, conditions, stipulations and reservations (herein sometimes referred to as the "Restrictions") upon and against such Property in order to establish a uniform plan for the development, improvement and sale of the Property, and to insure the preservation of such uniform plan for the benefit of both the present and future owners of lots in said Subdivision;

NOW, THEREFORE, Developer hereby adopts, establishes and imposes upon Sendera Ranch, Section Two, and declares the following reservations, easements, restrictions, covenants and conditions, applicable thereto, all of which are for the purposes of enhancing and protecting the value, desirability and attractiveness of said Property, which Restrictions shall run with said Property and title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, except that no part of this Declaration or the Restrictions shall be deemed to apply in any manner to any area not included in the boundaries of said Plat. Developer also declares that this Subdivision shall be subject to the jurisdiction of the "Association" (as hereinafter defined).

ARTICLE I

DEFINITIONS

Section 1.01. "Annexable Area" shall mean and refer to any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein, including, without limitation, any other Sections of Sendera Ranch Subdivision and any property adjacent to or in the proximity of the Property.

Section 1.02 "Association" shall mean and refer to the Sendera Ranch Property Owners Association, and its successors and assigns.

Section 1.03 "Sendera Ranch" shall mean and refer to this Subdivision and any other sections of Sendera Ranch hereafter made subject to the jurisdiction of the Association.

Section 1.04 "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.05 "Builders" shall mean and refer to persons or entities that purchase lots and build speculative or custom homes thereon for third party purchasers.

874-01-2097

Section 1.06 "Common Area" shall mean all real property (including the improvements thereto) within the Subdivision owned by the Developer and/or the Association for the common use and enjoyment of the Owners and/or any other real property and improvements, including, but not limited to, bridle paths, parks, open spaces, lakes, lake road crossings, dams, greenbelt areas, drainage and easements and other facilities and areas designated on the Plat within the Common Area to which the Owners may hereafter become entitled to use. Restricted Reserves D, E, F, G and H are Common Areas to be used as Bridle Paths. Restricted Reserve C is a Common Area to be used by all the Owners for recreational purposes with that portion of said Reserve C situated around the Wetlands to be used for such purposes as the Association determines. Restricted Mineral Reserves A and B are designated drill sites and Restricted Mineral Reserve A may be used by the Owners of Lots 2 and 7, Block 4 of the Subdivision with the Owner of Lot 7 having the right to use the North portion of said Reserve A situated on said lot, and the Owner of Lot 2 having the right to use the South portion of said Reserve A on said Lot. Restricted Mineral Reserve B may be used by the Owners of Lots 13 and 14 in Block 3 of the Subdivision, with the Owner of Lot 13 having the right to use the Northwesterly portion of said Reserve B situated on said Lot and the Owners of Lot 14 having the right to use the Southeasterly portion of said Reserve B situated on said Lot.

Section 1.07 "Contractor" shall mean and refer to the person or entity with whom an Owner contracts to construct a residential dwelling on such Owner's Lot.

Section 1.08 "Developer" shall mean and refer to Properties of the Southwest, Inc., and its successors and assigns.

Section 1.09 "Wetlands" shall mean and refer to the wetlands area within Reserve C of the Subdivision.

Section 1.10 "Lot" shall mean and refer to any plot of land identified as a lot or tract on the plat of the subdivision. For purposes of this instrument, "Lot" shall not be deemed to include any portion of any "Common Areas", "Reserves", "Restricted Reserves" or "Unrestricted Reserves", (defined herein as any Common Areas, Reserves, Restricted Reserves or Unrestricted Reserves shown on the Plat) in the Subdivision, regardless of the use made of such area.

Section 1.11 "Member" shall mean and refer to every person or entity who holds a membership in the Association.

Section 1.12 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Subdivision, including (i) contract sellers (a seller under a Contract-for-Deed), but excluding those having such interest merely as security for the performance of an obligation, (ii) Developer (except as otherwise provided herein), and (iii) Builders.

ARTICLE II

RESERVATIONS, EXCEPTIONS AND DEDICATIONS

Section 2.01 Recorded Subdivision map of the Property. The plat ("Plat") of the Subdivision dedicates for use as such, subject to the limitations as set forth therein, the roads, streets and easements shown thereon. The Plat further establishes certain restrictions applicable to the Property. All dedications, restrictions and reservations created herein or shown on the Plat, replats or amendments of the Plat of the Subdivision recorded or hereafter recorded shall be construed as being included in each contract, deed, or conveyance executed or to be executed by or on behalf of Developer, conveying said Property or any part thereof whether specifically referred to therein or not.

Section 2.02 Easements. Developer reserves for public use the utility easements shown on the Plat or that have been or hereafter may be created by separate instrument recorded in the Real Property Records of Montgomery County, Texas, for the purpose of constructing, maintaining and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas lines, sewers, water lines, storm drainage (surface or underground), cable television, or any other utility the Developer sees fit to install in, across and/or under the Property. All utility easements in the Subdivision may be used for the construction of drainage swales in order to provide for improved surface drainage of the Reserves, Common Area and/or Lots. Should any utility company furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Developer, without the joinder of any other Owner, shall have the right to grant such easement on said Property without conflicting with the terms hereof. Any utility company serving the Subdivision and/or any Utility District serving the Subdivision shall have the right to enter upon any utility easement for the purpose of installation, repair and maintenance of their respective facilities. Neither Developer nor any utility company, water district, political subdivision or other authorized entity using the easements herein referred to shall be liable for any damages done by them or their assigns, agents, employees, or servants, to fences, shrubbery, trees and laws or any other property of the Owner on the property covered by said easements.

Section 2.03 Title Subject to Easements. It is expressly agreed and understood that the title conveyed by Developer to any of the Lots by contract deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, water line, gas, sewer, electric lighting, electric power, telegraph or telephone purposes and other easement hereafter granted affecting the Lots. The Owners of the respective Lots shall not be deemed to own pipes, wires, conduits or other service lines running through their Lots which are utilized for or service other Lots, but each Owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of his Lot. The Developer may convey title to said easements to the public, a public utility company or the Association.

Section 2.04 Utility Easements.

(a) Utility ground and aerial easements have been dedicated in accordance with the Plat and by separate recorded easement documents.

(b) No building shall be located over, under, upon or across any portion of any utility easement. The Owner of each Lot shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purposes of gaining access to and from such Lots, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the Owner shall be constructed, maintained and used at Owner's risk and, as such, the Owner of each Lot subject to said Utility Easements shall be responsible for (i) any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and (ii) repairing any damage to said improvements caused by the Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

Section 2.05 Bridle Paths. An easement on, over and across those Common Areas of The Subdivision designated as Restricted Reserves D, E, F, G and H on the recorded plat of the Subdivision, and any amendment thereto, is hereby reserved for the non-exclusive use and enjoyment of all Owners, their families, guests and invitees as Bridle Paths. Said easement is herein referred to as "Bridle Path" or "Bridle Paths". No Owner or other person whomsoever shall be permitted to fence or obstruct any portion of

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any Bridle Path, and no building or other structure whatsoever shall be constructed or maintained on any part of any Bridle Path. The Bridle Paths shall be maintained in as natural state as possible consistent with use as a bridle path, and no cutting of any tree, clearing of any underbrush, or landscaping shall be done thereon except as may from time to time be designated by the Architectural Control Committee. The Bridle Paths shall be used for the purpose of pedestrian walking or jogging and for riding horses or similar activities. No motorized vehicle of any type, including without limitation, any motorcycle, go-cart, tractor or automobile, ATV or other motorized vehicle, shall be permitted on any Bridle Path, except equipment necessary for the construction, maintenance and repair of said Bridle Paths shall be allowed.

Section 2.06 Restricted Reserve C Common Area. The area designated as Restricted Reserve C on the Plat is Common Area to be used by Owners, their families, guests and invitees for recreation and outdoor activities. Said Reserve C is a wetlands area and may be used for activities as may be authorized by the Association which do not alter the wetlands nature of said Reserve. The riding of horses shall be permitted within Reserve C, provided that the Association may limit such riding along the outside of said Wetlands.

Section 2.07 Restricted Mineral Reserves A and B - Drill Sites. The areas designated as Restricted Mineral Reserves A and B on the Plat are designated drill site locations; provided, however, said Restricted Mineral Reserves A and B may be used by the Owners of the adjoining lots, their families, guests and invitees for recreation and outdoor activities until such time as the mineral owners desire to use said area for a drill site for the exploration of oil, gas or other minerals. The area within Restricted Mineral Reserve A may be used by the Owners of Lots 7 and 2 in Block 4 of the Subdivision, with the Owners of Lot 2 being entitled to use the Southern portion of said Reserve A located on said lot, and the Owner of Lot 7 being entitled to use the Northern portion of said Reserve A located on said lot until such time as the mineral owners desire to use said area for a drill site for the exploration of oil, gas or other minerals. The area within Restricted Mineral Reserve B may be used by the Owners of Lots 13 and 14 in Block 3 of the Subdivision, with the Owner of Lot 13 being entitled to use the Northwesterly portion of said Reserve B located on said lot, and the Owner of Lot 14 being entitled to use the Southeasterly portion of said Reserve B located on said lot, until such time as the mineral owners desire to use said area for a drill site for the exploration of oil, gas or other minerals. The use of these Reserves is specifically subject to the superior right of the mineral owners to use the area as a drill site for the exploration and development of oil, gas or other minerals.

Section 2.08 Restricted Reserves I and J. The areas designated as Restricted Reserves I and J on the Plat shall be subject to all use restrictions as are the Lots in the Subdivision as set forth in Article III hereof, provided, however, no dwelling or other improvements may be constructed on said Restricted Reserves. Restricted Reserve I shall benefit and be used solely by the Owner of Lot 20 in Block 2 in the Subdivision and Restricted Reserve J shall benefit and be used solely by the Owner of Lot 18 in Block 3 in the Subdivision.

Section 2.09 Roads and Streets. Subject to the terms and conditions of this Section 2.08, the roads and streets in this Subdivision, as shown on the Plat, are hereby dedicated in addition to roadways, as utility easements for the purpose of constructing, operating, maintaining or repairing a system(s) of electric lighting, electrical power, telegraph and telephone lines, gas lines, sewers, water lines, storm drainage (surface or underground) cable television, or any other utilities that the Developer sees fit to install (or permit to be installed) in, across and/or under the Property.

USE RESTRICTIONS

Section 3.01 Single Family Residential Construction. No building shall be erected, altered, placed or permitted to remain on any Lot or Composite Building Site other than one dwelling unit per each Lot to be used for residential purposes except that one guest/servants house may be built provided said guest/servants house must contain a minimum of 500 square feet and be built after or while the main dwelling is being built and be approved in writing by the Architectural Control Committee. Detached garages, work shops, and barns may be constructed on the Lot prior to the main dwelling being built, so long as they are of good construction, kept in good repair, and are not used for residential purposes provided, however, the construction of the main dwelling must begin within two (2) years of completion of any non residential buildings. (i) All dwellings, detached garages, work shop, and barns must be approved in writing by the Architectural Control Committee prior to being erected, altered or placed on the Lot. The term "dwelling" does not include single or double wide manufactured homes, or any old or used houses to be moved on the lot and said manufactured and used homes are not permitted within the subdivision. All dwellings must have at least 1800 square feet of living area, excluding porches, and be built with new construction materials. Any building, structure or improvement commenced on any tract shall be completed as to exterior finish and appearance within twelve (12) months from the commencement date. New pre-fabricated or pre-built homes from another location may be moved onto the property with the approval of the Architectural Control Committee. (ii) A camper or recreation vehicle may be used for living quarters on the property for no longer than 14 consecutive days out of a 30 day period, without the express written consent of the Architectural Control Committee. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, condominiums, townhouses, garage apartments, or apartment houses; and no Lot shall be used for business, educational, religious or professional purposes of any kind whatsoever, nor for any commercial or manufacturing purposes.

Section 3.02 Composite Building Site. Any Owner of one or more adjoining Lots (or portions thereof) may, with the prior written approval of the Architectural Control Committee, consolidate such Lots or portions into one building site, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-back lines shall be measured from the resulting side property lines rather than from the center adjacent Lot lines as indicated on the Plat. Any such composite building site must have a frontage at the building set-back line of not less than the minimum frontage of all Lots in the same block.

Section 3.03 Location of the Improvements upon the Lot. No building of any kind shall be located on any Lot or Composite Building Site nearer to any side or rear property line, or nearer to any public road and no nearer to the natural creek waterway as may be indicated on the Plat; provided, however, as to any tract, Architectural Control Committee may waive or alter any such setback line if the Architectural Control Committee, in the exercise of the Architectural Control Committee's sole discretion, deems such waiver or alteration is necessary to permit effective utilization of a tract. Any such waiver or alteration must be in writing and recorded in the Deed of Records of Montgomery County, Texas. All dwellings placed on Subject Property must be equipped with septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity. The main residential structure on any Lot shall face the front of the Lot unless a deviation is approved in writing by the Architectural Control Committee.

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Section 3.04 Residential Foundation Requirements. All building foundations shall consist of concrete slabs, unless the Architectural Control Committee approves a different type of foundation when circumstances such as topography of the Lot make it impractical to use a concrete slab for all or any portion of the foundation of the building improvements constructed on the Lot. Minimum finished slab elevation for all structures shall be above the 100 year flood plain elevation, or such other level as may be established by the Commissioner's Court of Montgomery County, Texas, and other applicable governmental authorities.

Section 3.05 Use of Temporary Structures. No structure of a temporary character, whether trailer, basement, tent, shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, either temporarily or permanently; provided, however, that Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portion of the Subdivision as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements within the Subdivision.

Section 3.06 Water Supply. All residential dwellings in this Subdivision shall be equipped with and served by a fresh water system installed, operated and continuously maintained in accordance with applicable utility company and governmental requirements, and no water wells shall be made, bored or drilled, nor any type or kind of private system installed or used except upon approval of the Architectural Control Committee and any required governmental authorities. Wells may be drilled by the Association for use in watering common areas and filling of ponds in common areas and may be drilled by Owners for use in watering of animals or livestock, sprinkler systems or swimming pools.

Section 3.07 Sanitary Sewers. No outside, open or pit type toilets will be permitted in this Subdivision. All dwellings constructed in this Subdivision, prior to occupancy, must have a sewage disposal system installed to comply with the requirements of the appropriate governing agency.

Section 3.08 Walls and Fences. Walls and fences, if any, must be approved prior to construction by the Architectural Control Committee and shall be not closer to front street property lines than the lot boundary line and no closer than the lot boundary line to side street lines. Unless otherwise permitted herein, any erection of any wall, fence or other improvements on any easement is prohibited. Unless otherwise approved, fences along and adjacent to any road or street must be constructed of wood boards and painted white. All other fences and walls will be constructed of ornamental iron, wood or masonry. No electric, barbed wire or temporary fences shall be allowed.

Section 3.09 Prohibition of Offensive Activities. Without expanding the permitted use of the Lots, no activity, whether for profit or not, shall be conducted on any Lot which is not related to single family residential purposes. No noxious or offensive activity of any sort shall be permitted nor shall anything offensive be done in the Subdivision. This restriction is waived in regard to the customary sales activities required to sell homes in the Subdivision. No exterior speaker, horn, whistle, bell or other sound device, except security and fire devices used exclusively for security and fire purposes, shall be located, used or placed on a Lot. Without limitation, the discharge or unlawful use of firearms is expressly prohibited. The Association shall have the sole and absolute discretion to determine what constitutes a nuisance or annoyance.

Section 3.10 Garbage and Trash Disposal. Garbage and trash or other refuse accumulated in this Subdivision shall not be permitted to be dumped at any place upon adjoining land where a nuisance to any residence of this Subdivision is or may be created. No lot shall be used or maintained as a dumping ground for rubbish.

Trash, garbage or other waste shall not be allowed to accumulate, shall be kept in sanitary containers and shall be disposed of regularly. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 3.11 Junked Motor Vehicles Prohibited. No Lot shall be used as a depository for abandoned or junked motor vehicles. An abandoned or junked motor vehicle is one without a current, valid state vehicle inspection sticker and license plate. No junk of any kind or character, or dilapidated structure or building of any kind or character, shall be kept on any Lot. No accessories, parts or objects used with cars, boats, buses, trucks, trailers, house trailers or the like, shall be kept on any Lot other than in a garage or other structure approved by the Architectural Control Committee.

Section 3.12 Signs. No signs, advertisement, billboard or advertising structure of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Control Committee, except one (1) sign not more than forty-eight inches (48") square, advertising an Owner's Lot for sale or rent. Developer or any member of such Committee shall have the right to remove any such sign, advertisement or billboard or structure which is placed on any Lot in violation of these restrictions, and in doing so, shall not be liable, and are hereby expressly relieved from, any liability for trespass or other tort in connection therewith, or arising from such removal.

Section 3.13 Animal Husbandry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other common household pets and one (1) horse per acre may be kept provided that they are not kept, bred or maintained for commercial purposes and do not become a nuisance or threat to other Owners. Provided, however, animals being raised for 4-H school sponsored programs will be permitted. No pigs or hogs will be permitted under any circumstances or programs.

Section 3.14 Logging and Mineral Development. No commercial logging, oil drilling, oil development operations, oil refining, quarrying or mining operation of any kind shall be permitted upon or in any Lot, nor shall any wells, tanks, tunnels, mineral excavation, or shafts be permitted upon or in any Lot. No derrick or other structures designed for the use of boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. Provided, however, that this provision shall not prevent the clearing of Lots by Owners, or leasing of the Subdivision or any portion thereof, for oil, gas and mineral purposes and the development of same, it being contemplated that the portion or portions of the subdivision may be developed from adjacent lands by directional drilling operations or from the Drill Site designated as Restricted Mineral Reserves A and B on the Plat.

Section 3.15 Drainage. Natural established drainage patterns of streets, Lots or roadway ditches will not be impaired by any person or persons. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. The breaking of curbs, if any, for drive installations will be accomplished in a good and workmanlike manner and such break will be re-cemented without hinderance to drainage and such work is subject to the inspection and approval of the Architectural Control Committee.

Section 3.16 Lot Maintenance. All Lots, at Owner's sole cost and expense, shall be kept at all times in a neat, attractive, healthful and sanitary condition, and the Owner or occupant of all Lots shall keep all weeds and grass thereon cut and shall in no event use any Lot for storage of materials or equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted, or permit the accumulation of garbage, trash or rubbish of any kind thereon, and shall not burn any garbage, trash or rubbish. Provided, however,

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the burning of underbrush and trees during lot clearing shall be permitted. All yard equipment or storage piles shall be kept screened by a service yard or other similar facility as herein otherwise provided, so as to conceal them from view of neighboring Lots, streets or other property. Such maintenance includes, but is not limited to the following:

- a. Prompt removal of all litter, trash, refuse, and wastes.
- b. Lawn mowing (outside of the natural vegetation areas).
- c. Tree and shrub pruning (outside of the natural vegetation areas).
- d. Keeping exterior lighting and mechanical facilities in working order.
- e. Keeping lawn and garden areas alive, free of weeds, and attractive.
- f. Keeping parking areas, walkways and driveways in good repair.
- g. Complying with all government health and policy requirements.
- h. Repainting of improvements.
- i. Repair of exterior damage to improvements.

In the event of the failure of Owner to comply with the above requirements after ten (10) days written notice thereof, the Association or their designated agents may, in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, without liability to the Owner, Contractor or any occupants of the Lot in trespass or otherwise, enter upon (and/or authorize one or more others to enter upon) said Lot, cut, or cause to be cut, such weeds and grass and remove, or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration, so as to place said Lot in a neat, attractive, healthful and sanitary condition, and may charge the Owner, Builder or occupant of such Lot for the cost of such work and associated materials, plus a fee of \$1.00 per month for each instance. Payment thereof shall be collected by adding the charges to the Maintenance Charge and shall be payable on the first day of the next calendar month with the regular monthly Maintenance Charge payment.

Section 3.17 Exterior Maintenance of Building. In the event the owner of any building in the Subdivision should allow such building to fall into disrepair and become in need of paint, repair or restoration of any nature and become unattractive and not in keeping with the neighborhood, the Association and/or the Developer will give such owner written notice of such conditions. Fifteen (15) days after notice of such condition to Owner, and failure of owner to begin and continue at a diligent, reasonable rate of progress to correct such condition, the Association and/or the Developer in addition to any and all remedies, either at law or in equity, available for the enforcement of these restrictions, may enter upon said premises, without liability to Owner, to do or cause to be done any work necessary to correct said situation. The Owner thereof shall be billed for cost of necessary repairs, plus ten (10%) percent. All monies so owed the Association will be added to the Maintenance Charge and shall be payable on the first day of the next calendar month with the regular monthly maintenance charge payment.

Section 3.18 Hazardous Waste. No Lot in the Subdivision shall not be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept upon any Lot except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a

clean and sanitary condition. Notwithstanding the foregoing, no Hazardous Substance shall be brought onto, installed, used, stored, treated, disposed of or transported over the Subdivision or any Lot therein, and all activities on all Lots shall, at all times, comply with Applicable Law. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as "hazardous" or "toxic" under the regulations implementing The Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§9601 et seq., The Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6901 et seq., or listed as such in any applicable state or local law or which has been or shall be determined at any time by any agency or court to be a hazardous or toxic substance regulated under applicable law. The term "Applicable Law" shall include, but shall be not be limited to, CERCLA, RCRA, The Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq., The Clean Act, 42 U.S.C. §§7401 et seq., and any other local, state and/or federal laws or regulations that govern the existence, cleanup and/or remedy of contamination on property, the protection of the environment from spill deposited or otherwise in place contamination, the control of hazardous waste or the use, generation, transport, treatment, removal or recovery of hazardous substances, including building materials.

ARTICLE IV

ARCHITECTURAL CONTROL COMMITTEE

Section 4.01 Basic Control

(a) No building or other improvements of any character shall be erected or placed, or the erection or placing thereof commenced, or changes made in the design or exterior appearance thereof (including, without limitation, painting, staining or siding), or any addition or exterior alteration made thereto after original construction, or demolition or destruction by voluntary action made thereto after original construction, on any Lot in the Subdivision until the obtaining of the necessary approval (as hereinafter provided) from the Committee of the construction plans and specifications for the construction or alteration of such improvements or demolition or destruction of existing improvements by voluntary action. Approval shall be granted or withheld based on matters of compliance with the provisions of this instrument, quality and color of materials, drainage, harmony of external design and color with existing and proposed structures and location with respect to topography and finished grade elevation.

(b) Each application made to the Committee shall be accompanied by two sets of plans and specifications for all proposed construction (initial or alterations) to be done on such Lot, including the drainage plan for the Lot, plot plans showing the location and elevation of the improvements on the Lot and dimensions of all proposed walkways, driveways, and all other matters relevant to architectural approval. The address of the Committee shall be the address of the principal office of the Association.

Section 4.02 Architectural Control Committee.

(a) The authority to grant or withhold architectural control approval as referred to above is initially vested in the Developer; provided, however, the authority of the Developer shall cease and terminate upon the appointment of the Architectural Control Committee by the Board of Directors of the Association (sometimes herein referred to as the "Committee"), in which event such authority shall be vested in and exercised by the Committee (as provided in (b) below), hereinafter referred to, except as to plans and specifications and plot plans theretofore submitted to the Developer which shall continue to exercise such authority over all such plans, specifications and plot plans. The term "Committee", as used in this Declaration, shall mean or refer to the Developer

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or to the Sendera Ranch Architectural Control Committee composed of members of the Association, as applicable.

(b) At such time as fifty-one percent (51%) of all of the Lots in the Subdivision are conveyed by Developer (from time to time hereafter referred to as the "Control Transfer Date"), the Developer shall cause an instrument transferring control to the Association to be placed of record in the Real Property Records of Montgomery County, Texas (which instrument shall include the Control Transfer Date). Thereupon, the Board of Directors of the Association shall appoint a committee of three (3) members to be known as the Sendera Ranch Architectural Control Committee. From and after the Control Transfer Date, each member of the Committee must be an Owner of property in some Section of Sendera Ranch Subdivision. Additionally, the Developer shall have the right to discontinue the exercise of architectural control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Real Property Records of Montgomery County, Texas.

Section 4.03 Effect of Inaction. Approval or disapproval as to architectural control matters as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval (whether the Developer or the Committee) fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submission, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded with in compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.

Section 4.04 Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver or estoppel either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reason of the good faith exercise thereof.

Section 4.05 Minimum Construction Standards. The Developer or the Committee may from time to time promulgate an outline of minimum acceptable construction standards; provided, however, that such outline will serve as a minimum guideline only and such Developer or Committee shall not be bound thereby.

Section 4.06 Variance. The Developer or the Committee, as the case may, may authorize variances from compliance with any of the provisions of this Declaration or minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer or the Committee, when circumstances such as topography, natural obstructions, Lot configuration, Lot size, hardship, aesthetic or environmental considerations may require a variance. The Developer and the Committee reserve the right to grant variances as to building setback lines, minimum square footage of the residence and other items. Such variances must be evidenced in writing and shall become effective when signed by the Developer or by at least a majority of the members of the Committee. - If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting

of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular Lot and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Lot concerned and the Plat.

ARTICLE V

SENDERA RANCH PROPERTY OWNERS ASSOCIATION

Section 5.01 Membership. Every person or entity who is an Owner of any Lot in any Section of Sendera Ranch Subdivision which is subject to the Maintenance Charge (or could be following the withdrawal of an exemption therefrom) and other assessments provided herein, including contract sellers, shall be a "Member" of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or those having only an interest in the mineral estate. No Owner shall have more than one membership for each Lot owned by such Member. Memberships shall be appurtenant to and may not be separated from the ownership of the Lots. Regardless of the number of persons who may own a Lot (such as husband and wife, or joint tenants, etc.) there shall be but one membership for each Lot. Additionally, the Directors of the Association shall also be Members of the Association (as more particularly described in the By-laws). Ownership of the Lots shall be the sole qualification for membership. The voting rights of the Members are set forth in the Bylaws of the Association.

Section 5.02 Non-Profit Corporation. Sendera Ranch Property Owners Association, Inc., a non-profit corporation, has been (or will be) organized and it shall be governed by the Articles of Incorporation and Bylaws of said Association; and all duties, obligations, benefits, liens and rights hereunder in favor of the Association shall vest in said corporation.

Section 5.03 Bylaws. The Association has adopted or may adopt whatever Bylaws it may choose to govern the organization or operation of the Subdivision and the use and enjoyment of the Lots and Common Areas, provided that the same are not in conflict with the terms and provisions hereof.

Section 5.03 Owner's Right of Enjoyment. Every Owner shall have a beneficial interest of use and enjoyment in and to the Common Areas and such right shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) the right of the Association, with respect to the Common Areas, to limit the number of guests of Owners;

(b) the right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Areas;

(c) the right of the Association, in accordance with its Articles and Bylaws (and until 51% of all Lots in the Subdivision are sold, subject to the prior written approval of the Developer), to (i) borrow money for the purpose of improving and maintaining the Common Areas and facilities (including borrowing from the Developer or any entity affiliated with the Developer) and (ii) mortgage said property, however, the rights of such mortgagee of said property shall be subordinate to the rights of the Owners hereunder;

(d) the right of the Association to suspend the Member's voting rights and the Member's and "Related Users" (as hereinafter defined) right to use any recreational facilities within the Common Areas during any period in which the Maintenance Charge or any assessment against his Lot remains unpaid;

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(e) the right of the Association to suspend the Member's voting rights and the Member's and Related Users' right to use any recreational facilities within the Common Area, after notice and hearing by the Board of Directors, for the infraction or violation by such Member or Related Users of this Declaration or the "Rules and Regulations", as hereinafter defined, which suspension shall continue for the duration of such infraction or violation, plus a period not to exceed sixty (60) days following the cessation or curing of such infraction or violation; and,

(f) the right of the Association, subject, until 51% of all lots in the Subdivision are sold, to the prior written approval of the Developer, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, for such purposes and subject to the provisions of this Declaration.

Section 5.05 Delegation of Use. Any member may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the Member's immediate family living in the Member's residence, and his contract purchasers who reside on the Property (collectively, the "Related Users").

ARTICLE VI

MAINTENANCE FUND

Section 6.01 Maintenance Fund Obligation. Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agrees to pay to the Association a monthly maintenance charge (the "Maintenance Charge"), and any other assessments or charges hereby levied. The Maintenance Charge and any other assessments or charges hereby levied, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lots and shall be a continuing lien upon the Lot against which each such Maintenance Charge and other charges and assessments are made.

Section 6.02 Basis of the Maintenance Charge

(a) The Maintenance Charge referred to shall be used to create a fund to be known as the "Maintenance Fund", which shall be used as herein provided; and each such Maintenance Charge (except as otherwise hereinafter provided) shall be paid by the Owner of each Lot (or composite building site) to the Association annually, in advance, on or before the first day of the seventh month of each calendar year, beginning with the first day of July, 1993, or on such other basis (monthly, quarterly or semi-annually) as the Developer or the Board of Directors of the Association may designate in its sole discretion. Provided, however, in the event an Owner obtains consent from the Committee for a Composite Building Site pursuant to Section 3.02 hereof, such Composite Building Site shall be considered for the Maintenance Charge as one Lot beginning upon the completion of the improvements thereon. Provided, further, in the event an Owner owns more than two (2) Lots, the maximum Maintenance Charge to be paid by such multiple Lot Owner shall be two (2) times the Maintenance Charge for each Lot, regardless of the total number of Lots owned by such Owner.

(b) Any Maintenance Charge not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Maintenance Charge by non-use of any Common Areas or recreational facilities available for use by Owners of the Subdivision or by the abandonment of his Lot.

(c) The exact amount of the Maintenance Charge applicable to each Lot will be determined by the Developer or the Board of

Directors of the Association during the month preceding the due date of the Maintenance Charge. All other matters relating to the Maintenance Charge and the collection, expenditures and administration of the Maintenance Fund shall be determined by the Developer or the Board of Directors of the Association, subject to the provision hereof.

(d) The Maintenance Charge described in this Article VI and other charges or assessments described in this Declaration shall apply to the Lots owned by the Developer. The Developer, prior to the Control Transfer Date, and the Association, from and after the Control Transfer Date, reserve the right at all times in their own judgement and discretion, to exempt any Lot ("Exempt Lot"), in the Subdivision from the Maintenance Charge, in accordance with Section 6.07 hereof. If an Exempt Lot is sold to any party, the Maintenance Charge shall be automatically reinstated as to the Exempt Lot and can only be waived at a later date pursuant to the provisions of the preceding sentence. The Developer, prior to the Control Transfer Date, and the Association, from and after the Control Transfer Date, shall have the further right at any time, and from time to time, to adjust or alter said Maintenance Charge from month to month as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association in order for the Association to carry out its duties hereunder.

Section 6.03 Creation of Lien and Personal Obligation. In order to secure the payment of the Maintenance Charge, and other charges and assessments hereby levied, a vendor's (purchase money) lien for the benefit of the Association, shall be and is hereby reserved in the deed from the Developer to the purchaser of each Lot or portion thereof, which lien shall be enforceable through appropriate judicial and non-judicial proceedings by the Association. As additional security for the payment of the Maintenance Charge and other charges and assessments hereby levied, each Owner of a Lot in the Subdivision, by such party's acceptance of a deed thereto, hereby grants to the Association a contractual lien on such Lot which may be foreclosed on by non-judicial foreclosure and pursuant to the provisions of Section 51.002 of the Texas Property Code (and any successor statute); and each such owner hereby expressly grants the Association a power of sale in connection therewith. The Association shall, whenever it proceeds with non-judicial foreclosure pursuant to the provisions of said Section 51.002 of the Texas Property Code and said power of sale, designate in writing a Trustee to post or cause to be posted all required notices of such foreclosure sale and to conduct such foreclosure sale. The Trustee may be changed at any time and from time to time by the Association by means of a written instrument executed by the President or any Vice-President of the Association and filed for record in the Real Property Records of Montgomery County, Texas. In the event that the Association has determined to nonjudicially foreclose the lien provided herein pursuant to the provisions of said Section 51.002 of the Texas Property Code and to exercise the power of sale hereby granted, the Association shall mail to the defaulting Owner a copy of the Notice of Trustee's Sale not less than twenty-one (21) days prior to the date on which said sale is scheduled by posting such notice through the U.S. Postal Service, postage prepaid, certified, return receipt requested, properly addressed to such Owner at the last known address of such Owner according to the records of the Association. If required by law, the Association or Trustee shall also cause a copy of the Notice of Trustee's Sale to be recorded in the Real Property Records of Montgomery County, Texas. Out of the proceeds of such sale, if any, there shall first be paid all expenses incurred by the Association in connection with such default, including reasonable attorney's fees and a reasonable trustee's fee; second, from such proceeds there shall be paid to the Association an amount equal to the amount in default; and third, the remaining balance shall be paid to such Owner. Following any such foreclosure, each occupant of any such Lot foreclosed on and each occupant of any improvements thereon shall be deemed to be a tenant at sufferance and may be removed from possession by any and all lawful means,

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including a judgement for possession in an action of forcible detainer and the issuance of a writ of restitution thereunder.

In the event of nonpayment by any Owner of any Maintenance Charge or other charge or assessment levied hereunder, the Association may, in addition to foreclosing the lien hereby retained, and exercising the remedies provided herein, upon ten (10) days prior written notice thereof to such nonpaying Owner, exercise all other rights and remedies available at law or in equity.

It is the intent of the provisions of this Section 6.03 to comply with the provisions of said Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale and, in the event of the amendment of said Section 51.002 of the Texas Property Code hereafter, the President or any Vice-President of the Association, acting without joinder of any other Owner or mortgagee or other person may, by amendment to this Declaration filed in the Real Property Records of Montgomery County, Texas, amend the provisions hereof so as to comply with said amendments to Section 51.002 of the Texas Property Code.

Section 6.04 Notice of Lien. In addition to the right of the Association to enforce the Maintenance Charge or other charge or assessment levied hereunder, the Association may file a claim or lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which the lien is claimed and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien upon payment by the Owner of a reasonable fee as fixed by the Board of Directors to cover the preparation and recordation of such release of lien instrument.

Section 6.05 Liens Subordinate to Mortgages. The liens described in this Article VI and the superior title herein reserved shall be deemed subordinate to a first lien or other liens of any bank, insurance company, savings and loan association, university, pension and profit sharing trusts or plans, or other bona fide, third party lender, including Developer, which may have heretofore or may hereafter lend money in good faith for the purchase or improvement of any Lot and any renewal, extension, rearrangement or refinancing thereof. Each such mortgagee of a mortgage encumbering a Lot who obtains title to such Lot pursuant to the remedies provided in the deed of trust or mortgage or by judicial foreclosure shall take title to the Lot free and clear of any claims for unpaid Maintenance Charges or other charges or assessments against such Lot which accrued prior to the time such holder acquires title to such Lot. No such sale or transfer shall relieve such transferee of title to a Lot from liability for any Maintenance Charge or other charges or assessments thereafter becoming due or from the lien thereof. Any other sale or transfer of a Lot shall not affect the Association's lien for Maintenance Charges or other charges or assessments. The Association shall make a good faith effort to give each such mortgagee sixty (60) days advance written notice of the Association's proposed foreclosure of the lien described in Section 6.01 hereof, which notice shall be sent to the nearest office of such mortgagee by prepaid United States registered or Certified mail, return receipt requested, and shall contain a statement of delinquent Maintenance Charges or other charges or assessments upon which the proposed action is based provided, however, the Association's failure to give such notice shall not impair or invalidate any foreclosure

conducted by the Association pursuant to the provisions of this Article VI.

Section 6.06 Purpose of the Maintenance Charge. The Maintenance Charge levied by the Developer or the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Owners of the Subdivision and other portions of the Annexable Area which hereafter may become subject to the jurisdiction of the Association. In particular, the Maintenance Charge shall be used for any improvement or services in furtherance of these purposes and the performance of the Association's duties described in Article VIII, including the maintenance of the Common Areas, any Drainage Easements and the establishment and maintenance of a reserve fund for maintenance of the Common Area (including, without limitation, the Bridle Paths and drainage easements). The Maintenance Fund may be expended by the Developer or the Association for any purposes which, in the judgement of the Association, will tend to maintain the property values in the Subdivision, including, but not limited to, providing funds for the actual cost to the Association of all taxes, insurance, repairs, energy charges, replacement and maintenance of the Common Area as may from time to time be authorized by the Association. Except for the Association's use of the Maintenance Charge to perform its duties described in this Declaration and in the Bylaws, the use of the Maintenance Charge for any of these purposes is permissive and not mandatory. It is understood that the judgement of the Association as to the expenditure of said funds shall be final and conclusive so long as such judgment is exercised in good faith.

Section 6.07 Exempt Property. The following property subject to this Declaration shall be exempt from the Maintenance Charge and all other charges and assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas; however, no land or improvements devoted to dwelling use shall be exempt from said Maintenance Charge.

Section 6.08 Handling of Maintenance Charges. The collection and management of the Maintenance Charge or other charge or assessment levied hereunder, shall be performed by the Developer until the Control Transfer Date, at which time the Developer shall deliver to the Association all funds on hand together with all books and records of receipt and disbursements. The Developer and, upon transfer, the Association, shall maintain separate special accounts for these funds, and Owners shall be provided at least annually, information on the Maintenance Fund.

ARTICLE VII

DEVELOPER'S RIGHTS AND RESERVATIONS

Section 7.01 Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as hereinafter set forth with respect to the Association and the Common Area from the date hereof, until the earlier to occur of (i) the Control Transfer date or (ii) the date of Developer's written notice to the Association of Developer's termination of the rights described in Article VII hereof. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Lot by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by Developer. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this Declaration and may not, without Developer's prior written consent, be modified, amended, rescinded or affected by any amendment of this Declaration. Developer's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.

Section 7.02 Right to Construct Additional Improvements in Common Area. Developer shall have and hereby reserves the right

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(without the consent of any other Owner), but shall not be obligated, to construct additional improvements within the Common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners, so long as such construction does not directly result in the increase of such Maintenance Charge. Developer shall, upon the Control Transfer Date, convey or transfer such improvements to the Association and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

Section 7.03 Developer's Rights to Use Common Areas in Promotion and Marketing of the Property and Annexable Area. Developer shall have and hereby reserves the right to reasonable use of the Common Area and of services offered by the Association in connection with the promotion and marketing of land within the boundaries of the Property and Annexable Area. Without limiting the generality of the foregoing, Developer may erect and maintain on any part of the Common Area such signs, temporary buildings and other structures as Developer may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Property and Annexable Area; may use vehicles and equipment within the Common Area for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Property and Annexable Area, who are not Owners or Members of the Association, to use the Common Area at reasonable times and in reasonable numbers; and may refer to the services offered by the Association in connection with the development, promotion and marketing of the Property and Annexable Area.

Section 7.04 Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easements, for access, utilities, pipeline easement, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Lots or other property owned by Developer, (ii) the Common Area, and (iii) existing utility easements. Developer also reserves the right, without the consent of any other Owner or the Association, to (i) grant or create temporary or permanent easements for access over and across the streets and roads within the Subdivision to and from Honea-Egypt Road for the benefit of Owners of Lots, regardless of whether the beneficiary of such easements own property which is hereafter made subject to the jurisdiction of the Association and (ii) permit owners of property within the Annexable Area which is not made subject to the jurisdiction of the Association to use the recreational facilities of the Association and other Common Area, including any lake or pond, provided that said owners pay to the Association their proportionate share of the cost of operating and maintaining said recreational facilities and Common Areas.

Section 7.05 Developer's Rights to Convey Additional Common Area to the Association. Developer shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association.

Section 7.06 Annexation of Annexable Area. Additional residential property and common areas outside of the Subdivision including, without limitation, the Annexable Area, may, at any time and from time to time, be annexed by the Developer into the real property which becomes subject to the jurisdiction and benefit of the Association, without the consent of the Owners or any other party; provided, however, such additional residential property outside of the Annexable Area may be made subject to the jurisdiction of the Association by the Developer. The owners of lots in such annexed property, as well as all other Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Areas that are or may become subject to the jurisdiction of the Association, provided that such annexed

property is impressed with and subject to at least the Maintenance Charge imposed hereby.

ARTICLE VIII

DUTIES AND POWERS OF THE PROPERTY OWNERS ASSOCIATION

Section 8.01 General Duties and Powers of the Association. The Association has been formed to further the common interest of the Members. The Association, acting through the Board of Directors or through persons to whom the Board of Directors has delegated such powers (and subject to the provisions of the Bylaws), shall have the duties and powers hereinafter set forth and, in general, the power to do anything that may be necessary or desirable to further the common interest of the members, to maintain, improve and enhance the Common Areas and to improve and enhance the attractiveness, desirability and safety of any Sections of the Subdivision and any portion of the Annexable Area which becomes subject to the jurisdiction of the Association. The Association shall have the authority to act as the agent to enter into any and all contracts on behalf of the Members in order to carry out the duties, powers and obligations of the Association as set forth in this Declaration.

Section 8.02 Duty to Accept the Property and Facilities Transferred by Developer. The Association shall accept title to any property, including any improvements thereon and personal property transferred to the Association by Developer, and equipment related thereto, together with the responsibility to perform any and all administrative functions and recreation functions associated therewith (collectively herein referred to as "Functions"), provided that such property and Functions are not inconsistent with the terms of this Declaration. Property interests transferred to the Association by Developer may include fee simple title, easements, leasehold interests and licenses to use such property. Any property or interest in property transferred to the Association by Developer shall be within the boundaries of the Property or Annexable Area. Any property or interest in property transferred to the Association by Developer shall, except to the extent otherwise specifically approved by resolution of the Board of Directors, be transferred to the Association free and clear of all liens and mortgages (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration, the terms of any declaration of covenants, conditions and restrictions annexing such property to the Common Area, and all easements, covenants, conditions, restrictions and equitable servitude or other encumbrances which do not materially affect the Owners authorized to use such property. Except as otherwise specifically approved by resolution of the Board of Directors, no property or interest in property transferred to the Association by the Developer shall impose upon the Association any obligation to make monetary payments to Developer or any affiliate of Developer including, but not limited to, any purchase price, rent, charge or fee. The property or interest in property transferred to the Association by Developer shall not impose any unreasonable or special burdens of ownership of property, including the management maintenance, replacement and operation thereof.

Section 8.03 Duty to Manage and Care for the Common Area. The Association shall manage, operate, care for, maintain and repair all Common Areas and keep the same in a safe, attractive and desirable condition for the use and enjoyment of the Members. The duty to operate, manage and maintain the Common Areas shall include, but not be limited to the following: establishment, operation and maintenance of a security system, if any, for the Subdivision; landscaping, maintenance, repair and replacement of the Bridle Paths; maintenance, repair and replacement of the private roads and streets, roadside ditches and culverts, culvert pipes underneath streets, bridges, traffic control improvements (street lights); mowing of street right-of-ways and other portions of the Subdivision; and management, maintenance, repair and upkeep of the Common Areas.

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Section 8.04 Other Insurance Bonds. The Association shall obtain such insurance as may be required by law, including workmen's compensation insurance, and shall have the power to obtain such other insurance and such fidelity, indemnity or other bonds as the Association shall deem necessary or desirable.

Section 8.05 Duty to Prepare Budgets. The Association shall prepare budgets for the Association, which budgets shall include a reserve fund for the maintenance of all Common Areas.

Section 8.06 Duty to Levy and Collect the Maintenance Charge. The Association shall levy, collect and enforce the Maintenance Charge and other charges and assessments as elsewhere provided in this Declaration.

Section 8.07 Duty to Provide Annual Review. The Association shall provide for an annual unaudited independent review of the accounts of the Association. Copies of the review shall be made available to any Member who requests a copy of the same upon payment by such Member of the reasonable cost of copying the same.

Section 8.08 Duties with Respect to Architectural Approvals. The Association shall perform functions to assist the Committee as elsewhere provided in Article IV of this Declaration.

Section 8.09 Power to Acquire Property and Construct Improvements. The Association may acquire property or an interest in property (including leases) for the common benefit of Owners including improvements and personal property. The Association may construct improvements on the Property and may demolish existing improvements.

Section 8.10 Power to Adopt Rules and Regulations. The Association may adopt, amend, repeal and enforce rules and regulations ("Rules and Regulations"), fines, levies and enforcement provisions as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration, the operation of the Association, the use and enjoyment of the Common Areas, and the use of any other property, facilities or improvements owned or operated by the Association.

Section 8.11 Power to Enforce Restrictions and Rules and Regulations. The Association (and any Owner with respect only to the remedies described in (ii) below) shall have the power to enforce the provisions of this Declaration and the Rules and Regulations and shall take such action as the Board of Directors deems necessary or desirable to cause such compliance by each Member and each Related User. Without limiting the generality of the foregoing, the Association shall have the power to enforce the provisions of this Declaration and of Rules and Regulations of the Association by any one or more of the following means: (i) By entry upon any property within the Subdivision after notice and hearing (unless a bona fide emergency exists in which event this right of entry may be exercised without notice (written or oral) to the Owner in such manner as to avoid any unreasonable or unnecessary interference with the lawful possession, use or enjoyment of the improvements situated thereon by the Owner or any other person), without liability by the Association to the Owner thereof, for the purpose of enforcement of this Declaration or the Rules and Regulations; (ii) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration or the Rules and Regulations; (iii) by exclusion, after notice and hearing, of any Member of Related User from use of any recreational facilities within the Common Areas during and for up to sixty (60) days following any breach of this Declaration or such Rules and Regulations by such Member or any Related User, unless the breach is a continuing breach in which case exclusion shall continue for so long as such breach continues; (iv) by suspension, after notice and hearing, of the voting rights of a Member during and for up to sixty (60) days following any breach by such Member or a Related User of a provision of this Declaration or such Rules and Regulations, unless the breach is a continuing breach in which case such suspension shall continue for so long as such breach continues; (v) by levying

and collecting, after notice and hearing, an assessment against any Member for breach of this Declaration or such Rules and Regulations by such Member or a Related User which assessment shall reimburse the Association for the costs incurred by the Association in connection with such breach; (vi) by levying and collecting, after notice and hearing, reasonable and uniformly applied fines and penalties, established in advance in the Rules and Regulations of the Association, from any Member or Related User for breach of this Declaration or such Rules and Regulations by such Member or a Related User; and (vii) by taking action itself to cure or abate such violation and to charge the expenses thereof, if any, to such violating Members, plus attorney's fees incurred by the Association with respect to exercising such remedy.

Before the Board may invoke the remedies provided above, it shall give registered notice of such alleged violation to Owner, and shall afford the Owner a hearing. If, after the hearing, a violation is found to exist, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. Failure of the Association, the Developer, or of any Owner to take any action upon any breach or default with respect to any of the foregoing violations shall not be deemed a waiver of their right to take enforcement action thereafter or upon a subsequent breach or default.

Section 8.12 Power to Grant Easements. In addition to any blanket easements described in this Declaration, the Association shall have the power to grant access, utility, drainage, water facility and other such easements in, on, over or under the Common Area. Additionally, the Association, from and after the Control Transfer Date, shall have the power to grant access, utility, drainage, water facility and other similar easements in, on, over and under Lots provided that such easements do not unreasonably interfere with the rights of the Owner of such Lots.

Section 8.13 Power to Convey and Dedicate Property to Government Agencies. The Association shall have the power to grant, convey, dedicate or transfer any Common Areas or facilities to any public or governmental agency or authority for such purposes and subject to such terms and conditions as the Association shall deem appropriate, which power may be exercised (i) prior to the Control Transfer Date by the Board of Directors and (ii) from and after the Control Transfer Date by the Association, with the approval of not less than two-thirds (2/3rds) of the Members agreeing in writing or by voting at any scheduled meeting of the Members and with the prior written approval of the Developer. The Association may, subject to the limitations of the preceding sentence, convey property to a public or governmental agency or authority in lieu of such property being condemned by such public or governmental agency or authority.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01 Term. The provisions hereof shall run with all property in the Subdivision and shall be binding upon all Owners and all persons claiming under them for a period of forty (40) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by not less than two-thirds (2/3rds) of the then Owners (including the Developer) of the Lots has been recorded agreeing to amend or change, in whole or in part, this Declaration.

Section 9.02 Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Developer) entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Owners. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within three hundred

sixty-five (365) days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facia evidence of the date of execution of said amendment by such Owner. Those Members (Owners, including the Developer) entitled to cast not less than two-thirds (2/3rds) of all of the votes of the Members of the Association may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Members (Owners, including the Developer) duly called for such purpose, written notice of which shall be given to all Owners at least ten (10) days and not more than sixty (60) days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the Bylaws to the contrary, a quorum, for purposes of such meeting, shall consist of not less than seventy percent (70%) of all of the Members (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Real Property Records of Montgomery County, Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Members (Owners, including the Developer) executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment or termination.

Section 9.03 Amendments by the Developer. The Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record for the purpose of correcting any typographical or grammatical error, oversight, ambiguity or inconsistency appearing herein, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration and shall not impair or adversely affect the vested property or other rights of any Owner or his mortgagee. Additionally, Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of permitting the Owners to enjoy the benefits from technological advances, such as security, communications or energy-related devices or equipment which did not exist or were not in common use in residential subdivisions at the time this Declaration was adopted. Likewise, the Developer shall have and reserves the right at any time and from time to time prior to the Control Transfer Date, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record for the purpose of prohibiting the use of any device or apparatus developed and/or available for residential use following the date of this Declaration if the use of such device or apparatus will adversely affect the Association or will adversely affect the property values within the Subdivision.

Section 9.04 Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity of unenforceability or partial invalidity or partial unenforceability of any provision or portion hereof shall not affect the validity or enforceability of any other provision.

Section 9.05 Mergers and Consolidations. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes, provided that (i) prior to the Control Transfer Date any such merger or consolidation shall be approved (in writing or at a meeting duly called for such purpose) by two-thirds (2/3rds) of the Directors and (ii) from and after the Control Transfer Date any such merger or consolidation shall have the consent (in writing or at a meeting duly called for such purpose) of those Members entitled to cast not less than two-thirds (2/3rds) of the votes of all of the Members of the Association and the Developer.

Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, the

properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of the other association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association will be subject to the covenants and restrictions established by this Declaration within the Subdivision, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration, except as changed by amendment of this Declaration or by the plan of merger or consolidation. In the event of any inconsistency between the terms and provisions of this Declaration and the terms and provisions of any of the merger or consolidation documents, the terms and provisions of the merger or consolidation documents shall control.

Section 9.06 Liberal Interpretation. The provisions of this Declaration shall be liberally construed as a whole to effectuate the purpose of this Declaration.

Section 9.07 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the Owners, the Developer and the Association, and their respective heirs, legal representatives, executors, administrators, successors and assigns.

Section 9.08 Effect of Violations on Mortgages. No violation of the provisions herein contained, or any portion thereof, shall affect the lien of any mortgage or deed of trust presently or hereafter placed of record or otherwise affect the rights of the mortgagee under any such mortgage, the holder of any such lien or beneficiary of any such deed of trust; and any such mortgage, lien, or deed of trust may, nevertheless, be enforced in accordance with its terms, subject, nevertheless, to the provisions herein contained.

Section 9.09 Terminology. All personal pronouns used in this Declaration and all exhibits attached hereto, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural and vice versa. Title of Articles and Sections are for convenience only and neither limit nor amplify the provisions of this Declaration itself. The terms "herein", "hereof" and similar terms, as used in this instrument, refer to the entire agreement and are not limited to referring only to the specific paragraph, section or article in which such terms appear. All references in this Declaration to Exhibits shall refer to the Exhibits attached hereto.

Section 9.10 Effect on Annexable Area. The provisions of this Declaration do not impose any restrictions whatsoever or otherwise encumber the Annexable Area, unless and until portions of the Annexable Area are made subject to the jurisdiction of the Association by a separate instrument executed solely by Developer or its successors and assigns and any lienholders, which instrument is recorded in the Real Property Records of Montgomery County, Texas.

Section 9.11 Developer's Rights and Prerogatives. Prior to the Control Transfer Date, the Developer may file a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for the Developer's (ii) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by the Developer or (i) assignment to any third party owning property in the Subdivision or Annexable Area, of one or more of Developer's specific rights and prerogatives provided in this Declaration to be exercised by Developer. The assignee designated by Developer to exercise one or more of Developer's rights or prerogatives hereunder shall be entitled to exercise such right or prerogative until the earlier to occur of the (i) Control Transfer Date or (ii) date that said assignee files a statement in the Real Property Records of Montgomery County, Texas, which expressly provides for said assignee's discontinuance of the exercise of said right or prerogative. From and after the date that the Developer discontinues its exercise of any right or prerogative hereunder

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and/or assigns its right to exercise one or more of its rights or prerogatives to an assignee, the Developer shall not incur any liability to any Owner, the Association or any other party by reason of the Developer's discontinuance or assignment of the exercise of said right(s) or prerogative(s). Upon the Developer's Assignment of its rights as of the Transfer Control Date to the Association, the Association shall be entitled to exercise all the rights and prerogatives of the Developer.

9.12 Electric Utility Service. Prior to beginning any construction on a Lot, each lot owner, at his expense, shall be required to install electric service lines from the transformer or source of feed to the meter location on said Lot. Further, each lot owner may expect to pay a charge for connection to such electric utility service, and the Owner is obligated to contact Houston Lighting and Power Company to determine such charge and make arrangements for the installation of said service lines and connection to the electrical distribution system. Owner shall also be responsible for all charges for all utility service furnished to Owner's lot.

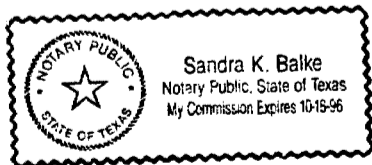
IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand as of this 19th day of April, 1993.

PROPERTIES OF THE SOUTHWEST, INC.

By [Signature]
Name CHARLES D. PATTERSON
Title President

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 19th day of April, 1993, by CHARLES D. PATTERSON, President of PROPERTIES OF THE SOUTHWEST, INC., a Delaware corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas

ORIGINAL DIM

Hold for pickup
First Surety title Co

JOINDER OF LIENHOLDER

The undersigned, CHAMPION REALTY CORPORATION, the owner and holder of an existing mortgage and lien upon and against a portion of the real property described in the foregoing Declaration as "Property", as such mortgagee and lienholder, does hereby consent to and join in this Declaration.

This consent and joinder shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, but the undersigned agrees that its said mortgage and liens shall hereafter be upon and against each and all of the Lots (as defined in the Declaration) and all appurtenances thereto, subject to the restrictions hereby agreed to, with however, the express stipulation that the mortgage and liens owned and held by the undersigned are and shall remain superior to any and all liens or charges imposed or created by this Declaration or provided for in this Declaration. In no event shall CHAMPION REALTY CORPORATION be required to enforce any restrictions, covenants, easements and/or any other matters appearing in this Declaration, nor shall the failure to enforce such restrictions, covenants, easements and/or other matters, if any, give claim or cause of action against CHAMPION REALTY CORPORATION.

Notwithstanding anything to the contrary contained herein, the undersigned CHAMPION REALTY CORPORATION, does not release, subordinate or impair, by this consent and joinder, any and all rights it may have under its liens to succeed to any and all rights, powers and authority of the Developer hereunder in the event of a foreclosure of its mortgage or liens.

Signed by the undersigned officer of CHAMPION REALTY CORPORATION duly authorized, this 16th day of April, 1993.

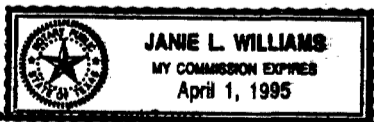
CHAMPION REALTY CORPORATION

By Richard K. McInnis
Name: Richard K. McInnis
Title: Secretary

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16th day of April, 1993, by Richard K. McInnis, Secretary of Champion Realty Corporation, a Delaware corporation, on behalf of said corporation.



Janie L. Williams
Notary Public, State of Texas

Hold for pickup
ESTC

874-01-2119

FILED FOR RECORD.

93 MAY -6 PM 3:04

Roy Harris

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS)
COUNTY OF MONTGOMERY)
I hereby certify that this instrument was filed
in File Number 874-01-2119 on the 6th day of the
month of May 1993 at the time stamped herein to me and was duly RECORDED
in the official Public Records of said Property of
Montgomery County, Texas.

MAY - 6 1993



Roy Harris

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

9323100

53 MAY - 06 1993

REC 357 49 30

**FIRST AMENDED
SENDERA RANCH ARCHITECTURAL CONTROL COMMITTEE
BUILDING AND LOT MAINTENANCE GUIDELINES AND FENCE
POLICIES**

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

These guidelines and policies are adopted for Sendera Ranch Subdivision on the date hereinafter set forth by the Board of Directors of Sendera Ranch Property Owners Association, Inc., and the Architectural Control Committee for Sendera Ranch Subdivision.

WITNESSETH:

WHEREAS, Properties of the Southwest, Inc. a Delaware Corporation, duly filed a Declaration of Covenants, Conditions and Restrictions of Sendera Ranch Section One, a subdivision in Montgomery County, Texas recorded in Cabinet G, Sheet(s) 88A of the Map Records of Montgomery County, Texas; said Declaration of Covenants, Conditions and Restrictions being filed under County Clerk's File Number 9301525; and,

WHEREAS, Properties of the Southwest, Inc. a Delaware Corporation, duly filed a Declaration of Covenants, Conditions and Restrictions for Sendera Ranch Section Two, a subdivision in Montgomery County, Texas recorded in Cabinet G, Sheet(s) 120A & 120B of the Map Records of Montgomery County, Texas; said Declaration of Covenants, Conditions and Restrictions being filed under County Clerk's File Number 9323100; (collectively known as the "Declaration") and,

WHEREAS, Article III of the Declaration provides for the prior written approval of the Architectural Control Committee (hereinafter sometimes referred to as the "ACC") for original construction and all alterations to buildings and their location, slabs, walls, fences and drainage on the Lots in the subdivision and submission of plans and specifications of the same; and

WHEREAS, Article IV of the Declaration provides that the Architectural Control Committee may from time to time promulgate certain minimum acceptable construction standards;

NOW, THEREFORE, the Architectural Control Committee, with the approval of the Board of Directors of Sendera Ranch Property Owners Association, Inc., hereby amends, adopts, establishes and imposes upon Sendera Ranch, Section One and Section Two, the following building and lot maintenance guidelines and fence policies, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Sendera Ranch Section One and Section Two.

Article I

The following Guidelines apply to residential construction consistent with the authority granted and requirements of Article III, section 3.10, Single Family Residential Construction of the Declaration.

Section 1.01 Recreational style homes, such as A-frame, Dome style, Metal or total log homes will not be approved.

Section 1.02 The exterior shall be constructed of painted wood siding or be made of professional materials similar in appearance to wood siding, masonry, brick, stucco or stone, or a combination thereof. The exterior must be architecturally pleasing, must be of colors that are pleasing and must blend harmoniously with other homes in the subdivision. No florescent or "loud" colors will be permitted. All changes in paint colors to existing homes must be approved in advance by the Architectural Control Committee. All exterior paint colors must be approved by the Architectural Control Committee in advance for new construction. All exterior painted surfaces shall be kept clean and free from any mold, mildew, algae, or the like. Any exterior painted surface that becomes discolored, faded, cracked or otherwise becomes unsightly shall be repainted in a quality and professional manner at the owner's sole expense. Roofing must be approved by the Architectural Control Committee and shall consist of, or a combination of, composition, slate, tile, stone or similar materials or of materials having similar appearances. No flat roofs will be permitted. All materials must be approved by the Architectural Control Committee and be new quality, professional materials that are architecturally pleasing and blend harmoniously with other homes in the subdivision. Corrugated metal roofing will be considered on certain styles of homes and must be at least heavy gauge painted galvanized steel (at least 16 gauge and wind loading available to 150 MPH when using large panels). All roofing materials shall have at least a 25 year warranty and lifetime warranty against rust.

Section 1.03 Attached garages must be at least 324 square feet, shall be sheet rocked, built on a concrete slab and finished. Detached garages must be at least 324 square feet, must not exceed 2500 square feet, built on a concrete slab and constructed of new materials. The exterior can be approved painted siding similar in appearance to wood siding, painted wood siding, stone, masonry, brick, or a combination thereof, to match the finished residence (per Section 1.02 above). The roofing will be of the same type used for the residence (per Section 1.02 above). All materials must be approved by the Architectural Control Committee and be new quality, professional materials that are architecturally pleasing and blend harmoniously with other properties in the subdivision. Detached garages must be erected behind the front building line of the residence and should be built on the lot to minimize visibility as much as possible from the street. The shortest wall of the building must face the front of the lot to minimize the appearance as much as possible. All surfaces shall be kept clean and free from any mold, mildew, algae, or the like. Any surface that becomes discolored, faded, cracked or otherwise becomes unsightly shall be repainted in a quality and professional manner at the owner's sole expense. Detached garages built after current residence is complete shall be completed on or before one hundred eighty (180) days of receipt of approval. **No metal or pre-manufactured fabricated buildings shall be permitted even if covered with approved siding.**

Section 1.04 Outbuildings such as workshops, storage or garden buildings, provided they are no larger than ten feet by ten feet (10' x 10'), may be constructed of heavy gauge painted galvanized steel, painted wood siding, painted siding similar in appearance to wood

siding, stone or masonry, brick, or a combination thereof, to match the finished residence. All materials must be approved by the Architectural Control Committee and be new quality, professional materials that are architecturally pleasing and blend harmoniously with other properties in the subdivision. These structures shall be architecturally pleasing and must not be utilized for equine containment. Outbuildings no larger than ten feet by ten feet (10' x 10') shall be placed so as not to be readily visible from the street or neighboring properties and shall be placed within the building lines on the lot. Variances will be considered on properties without a green belt due to properties being cleared before green belts were adopted. New materials must be used and the building must be constructed in a professional manner. All roofing materials shall have at least a 20 year warranty and lifetime warranty against rust.

Outbuildings such as workshops, storage or garden buildings larger than ten feet by ten feet (10' x 10'), must not exceed 2500 square feet (including overhangs), eave height must not exceed twelve feet (12'), may be constructed with approved painted siding similar in appearance to wood siding, painted wood siding, stone, masonry, brick, or a combination thereof, to match the finished residence, built on a concrete slab and constructed of new materials. The roofing will be same type used for the residence or approved heavy gauge galvanized painted steel (at least 26 gauge and wind loading available to 120 MPH) with a roof pitch of at least 2:12 and roof extensions at least one foot (1'). All materials must be approved by the Architectural Control Committee and be new quality, professional materials that are architecturally pleasing and blend harmoniously with other properties in the subdivision. Outbuildings such as workshops, storage or garden buildings larger than ten feet by ten feet (10' x 10') must be erected behind the front building line of the residence and should be built on the lot to minimize visibility as much as possible from the street. The shortest wall of the building must face the front of the lot to minimize the appearance as much as possible. These types of buildings must be of the highest professional quality and be of the most aesthetically pleasing materials available.

All roofing materials shall have at least a 20 year warranty and lifetime warranty against rust. All surfaces shall be kept clean and free from any mold, mildew, algae, or the like. Any surface that becomes discolored, faded, cracked or otherwise becomes unsightly shall be repainted in a quality and professional manner at the owner's sole expense. All outbuildings such as workshops, storage or garden buildings shall be completed on or before one hundred eighty (180) days of receipt of approval. Any incomplete buildings shall be required to be removed at the Owner's expense. **No metal or pre-manufactured fabricated buildings shall be permitted even if covered with approved siding for outbuilding, workshops, storage or garden buildings.**

Section 1.05 Barns must be larger than 288 square feet (excluding porches and overhangs), must not exceed 2500 square feet (including overhangs), and shall be constructed of new materials. Barns must be placed on a concrete slab with a concrete perimeter where stalls are needed and must be constructed of new materials. Construction of metal buildings must be by a pre-manufactured fabricated company with at least a four inch (4") distance between grooves on the siding. All materials must be approved by the Architectural Control Committee and be new quality, professional materials that are architecturally pleasing and blend harmoniously with other properties in the subdivision. The exterior can be a painted galvanized steel siding (at least 26 gauge), a flat wall painted galvanized steel siding (at least 26 gauge), painted aluminum or an approved painted siding similar in appearance to wood siding, painted wood siding, stone, masonry, brick, or a combination thereof, to match the finished residence. The roofing can be of the same type used for the residence or heavy gauge painted galvanized

steel (at least 26 gauge and wind loading available to 120 MPH) with a roof pitch of at least 2:12, have roof extensions at least one foot (1') and eave height must not exceed twelve feet (12'). Raised center isles, sliding doors, and all welds and bolts treated to protect the metal against rust and corrosion and galvanized steel framework is preferred. These types of buildings must be of the highest professional quality and be of the most aesthetically pleasing materials available. Barns must be erected behind the front building line of the residence and should be built on the lot to minimize visibility as much as possible from the street. The shortest wall of the building must face the front of the lot to minimize the appearance as much as possible. All roofing materials shall have at least a 20 year warranty and lifetime warranty against rust. All surfaces shall be kept clean and free from any mold, mildew, algae, or the like. Any surface that becomes discolored, faded, cracked or otherwise becomes unsightly shall be repainted in a quality and professional manner at the owner's sole expense. Barns shall be completed on or before one hundred eighty (180) days of receipt of approval. Any incomplete barns shall be required to be removed at the Owner's expense. **NO tin building or metallic colors are permitted. NO open shelters, run-in sheds, open equipment barns, open pole barns (poles holding up a roof and just stalls under with no walls), or poor construction similar to a "lean-to" are permitted.**

Section 1.06 Any existing structure or structures approved for construction by the ACC that falls into the category of "not to be readily visible from any street or neighboring properties", as stated in these guidelines, if at any time in the future should become visible, shall be corrected, at the owner's sole expense, so as to comply with the visibility requirements which existed at the time of the original approval by the ACC. This applies not only to these guidelines, but also to the Declaration, other documents adopted by the ACC or the Board of Directors of Sendera Ranch Property Owners Association, Inc., or changes to the Declaration as approved by the Sendera Ranch Property Owners Association, Inc.

Article II

The following Guidelines apply to walls and fencing consistent with the authority granted and requirements of Article III, Section 3.08, of the Declaration. All fencing plans must be submitted for Architectural Control Committee approval and receive written approval prior to construction.

Section 2.01 Fences along or adjacent to a road must satisfy one of the following requirements:

- a. For wood or vinyl fences:
 1. Be constructed with treated wood, cedar or white vinyl board;
 2. Be three (3), two inch by six inch (2" x 6") horizontal boards spaced eleven inches (11") apart;
 3. Use four inch by six inch (4" x 6") posts on seven foot (7') centers with the six inch (6") side of posts facing the road;
 4. Have an optimum height of fifty inches (50") with a minimum height of forty-six inches (46"), and a maximum height of fifty-four inches (54");

5. Be painted white or a natural wood finish;
6. Be located no closer than twenty feet (20') from the edge of the black top of the road.
 - b. For all other materials:
 1. Be constructed of ornamental iron (black, dark brown or dark green), masonry, brick, stone or a combination thereof;
 2. Have an optimum height of fifty inches (50") with a minimum height of forty-six inches (46") and a maximum height of seventy-two inches (72") on seven foot (7') centers;
 3. Be constructed of new materials and of the most aesthetically pleasing materials available and be of the same materials and colors used for the residence on the lot;
 4. Be located no closer that twenty (20') from the edge of the black top of the road.

Fences along or adjacent to a road may:

1. Have a galvanized fencing wire (no chain link) behind approved fencing for animal and/or human containment purposes only. The wire may not exceed the height of the fence. Chicken wire, hog wire, or the like is not allowed;
2. Have electric fencing so long as it is used in conjunction with authorized construction as set forth above. Electric fences cannot be used exclusively.

Section 2.02 Perimeter fencing shall:

1. Be constructed of treated wood, cedar, white vinyl board, ornamental iron, masonry, brick, stone or a combination thereof;
2. Not exceed eight feet (8') in height or be less than forty-six inches (46") in height except as provided in Section 2.01 above;
3. Not be erected between the front lot line and front of the residence except as provided in Section 2.01 above;
4. Comply with the requirements established in Section 2.01;
5. Utilize four inch by four inch (4" x 4") treated posts on seven to eight foot (7'-8') centers on fences that are not along or adjacent to a road. NO landscaping timbers or similar type of materials are permitted;

Perimeter fencing may:

1. Have galvanized fencing wire (no chain link) behind approved fencing for animal and /or human containment purposes only. The wire may not exceed the height of the fence. Chicken wire, hog wire, or the like is not allowed;

2. Have electric fencing so long as it is used in conjunction with authorized construction as set forth above. Electric fences cannot be used exclusively; and
3. If privacy fencing, not exceed eight (8') in height and will not be permitted across the front of the property (between the front lot line and front of the residence).

Section 2.03 Containment and Cross Fencing:

1. Shall be constructed as stated in Section 2.01 or Section 2.02 above;
2. No fence shall be erected between the front lot line and front of the residence except as provided in Section 2.01 above;
3. Galvanized fencing wire (no chain link) may be used behind approved fencing for animal and/or human containment purposes only. The wire may not exceed the height of the fence. Chicken wire, hog wire, or the like is not allowed;
4. Electric fencing shall be permitted so long as it is used in conjunction with authorized construction as set forth above. Electric fences cannot be used exclusively;
5. Privacy fencing shall not exceed eight feet (8') in height and will be not permitted across the front of the property (between the front lot line and front of the residence);
6. Temporary Fencing shall be in horse pastures for the sole purpose of rotating horses to facilitate the growth of grass and shall not be kept up for more than 60 calendar days with in a six month period. Temporary Fencing shall be constructed of quality products designed specifically for the containment of horses and be placed behind/inside existing approved fencing. No barbed wire shall be permitted.

Section 2.04 Dog Runs and pens shall be placed behind a fence or building so as not to be visible from the street or to adjacent property owners.

Section 2.05 All fences shall be constructed of new materials and of the most aesthetically pleasing materials available and be of the same materials and colors used for the residence on the lot. All metal fences shall be painted black, brown or other colors approved by the ACC. No white metal, florescent or loud colors will be permitted. The Architectural Control Committee, in advance, must approve paint for new construction and color changes in fences already constructed, unless the colors stated above are used. All wood fences can be left natural, painted white or stained a natural wood color. All painted surfaces shall be kept clean and free from any mold, mildew, algae, or the like. Any painted surface that becomes discolored, faded cracked or otherwise becomes unsightly shall be repainted in a quality and professional manner at owner's sole expense.

Section 2.06 All fencing shall be completed on or before one hundred twenty (120) days of receipt of approval. Any incomplete fencing shall be required to be removed at the Owner's expense.

Article III

The following guidelines apply to Lot Maintenance consistent with the authority granted and requirements of Article III, section 3.16, Lot Maintenance of the Declaration:

Section 3.01 In order to maintain the wooded setting so highly prized by the majority of the owners and the real estate market, a minimum twenty-five foot (25') green belt in its natural vegetative state shall be maintained on at least 3 sides of the property as measured from the property lines, even on corner lots. A utility permit with a deposit must be requested by lot owner prior to any clearing within the green belt for a utility company. Utility companies must minimize the disturbance of the vegetation as much as possible. Fencing shall be erected, but must be built to minimize the disturbance of the vegetation as much as possible. **Vegetation cleared inside green belts prior to April 24, 1996 are considered grandfathered and may remain cleared/mowed or brought back to the natural vegetative state. Any vegetation remaining in green belts after April 24, 1996 must remain and should not be cleared/mowed any further at any time. Only removal of dead trees is allowed inside green belts.**

Section 3.02 Prior to the commencement of any clearing of any Lot, a plot plan with the proposed clearing indicated and a deposit, shall be submitted to the ACC in order to secure a Clearing Permit. The initial clearing of the underbrush and weeds is permitted prior to a Clearing Permit being issued and is not considered commencement of clearing so long as it is completed in compliance with Section 3.01 above. **NO CLEARING IN GREEN BELTS AT ANY TIME**, except to remove a dead tree.

Section 3.03 Should the clearing of a lot be performed by a contractor, prior to the commencement of any clearing of any Lot, a plot plan with the proposed clearing indicated and a deposit, shall be submitted to the ACC in order to secure a Clearing Permit. All cleared trees, trash and debris shall be disposed of and the property returned to a neat and attractive state on or before ninety (90) days from the date of issuance of the permit. Should the owner be clearing the property, the time will be extended to a period of one year from the date of issuance of the permit. **NO CLEARING IN GREEN BELTS AT ANY TIME**, except to remove a dead tree.

Section 3.04 If the clearing of the lot is not completed by the end of the time period required in Section 3.03, the ACC reserves the right to notify the Owner, in writing, to begin the completion with ten (10) days, and to be completely finished by the end of thirty (30) days. If not completed, the ACC reserves the right, but not the obligation, to hire a contractor to complete the work and bill the Owner, and levy fines as applicable, with the same right to collect said sums as provided for in Article VIII of the Declaration.

Section 3.05 Once the property is occupied, normal maintenance, such as the removal of dead trees (no more than 10 trees within 30 calendar days within a three month period), or the removal of a live tree (no more than 10 trees within 30 calendar days within a three month period) to allow space for a more desirable tree to flourish, pruning, planting, landscaping, etc., will not require a permit. Should the removal of more than 10 trees (dead or live) be performed within 30 calendar days within a three month period, prior to the commencement of any clearing, a plot plan with the proposed clearing indicated and a deposit, shall be submitted to the ACC in order to secure a Clearing Permit. This does not apply to the green belt areas. **NO CLEARING IN GREEN BELTS AT ANY TIME**, except to remove a dead tree, etc.

Any clearing that has already been commenced prior to the initiation of the Permit Program will not require a Permit. However, the completion time frames will become effective immediately upon adoption of these guidelines by the Board of Directors of Sendera Ranch Property Owners Association, Inc.

The Architectural Control Committee of Sendera Ranch Subdivision and/or the Board of Directors of Sendera Ranch Property Owners Association, Inc. reserve the right to make final approval of all requests.

Adopted this 22nd day of JANUARY, 2007.

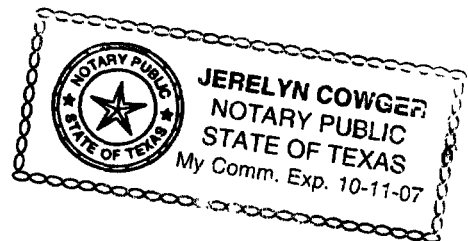
SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC.

By: J.C. Hairrell
Name: J. C. HAIRRELL
Its: PRESIDENT

State of TEXAS
County of MONTGOMERY

SWORN to AND SUBSCRIBED to before me on the 22ND day of JANUARY, by J.C. HAIRRELL, PRESIDENT of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC. a TEXAS NON-PROFIT CORPORATION, on behalf of SAID CORPORATION.

Jerelyn Cowger
Notary Public in AND for
the STATE of TEXAS



CORPORATE SECRETARY'S CERTIFICATE
SENDERA RANCH OWNERS ASSOCIATION, INC.

The undersigned certifies that she is the duly appointed and acting Secretary of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC., (the "Association"). The Association is the property owners' association for SENDERA RANCH, SECTION ONE, a subdivision in Montgomery County, Texas, recorded in Cabinet G, Sheet(s) 88A of the Map Records of Montgomery County, Texas and SENDERA RANCH, SECTION TWO, a subdivision in Montgomery County, Texas, recorded in Cabinet G, Sheet(s) 120A and 120B of the Map Records of Montgomery County, Texas (the "Subdivision").

The Association is a Texas non-profit corporation, and a true and correct copy of the Association's current FIRST AMENDED SENDERA RANCH ARCHITECTURAL CONTROL COMMITTEE BUILDING AND LOT MAINTENANCE GUIDELINES AND FENCE POLICIES is attached to this certificate as Exhibit "A."

Signed this 22ND day of January, 2007.

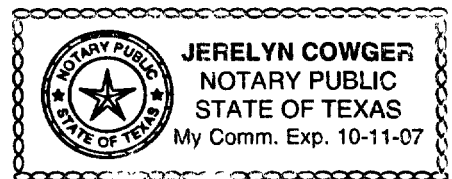
Sharon C Hairrell
Secretary of SENDERA RANCH
PROPERTY OWNERS ASSOCIATION,
INC.

STATE OF TEXAS §

COUNTY OF MONTGOMERY §

Sworn to and subscribed to before me on the 22ND day of January, 2007, by SHARON C HAIRRELL, Secretary of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

Jerelyn Cowger
Notary Public in and for the State of Texas



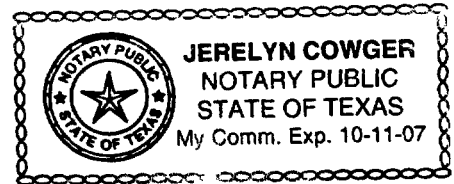
268-11-0552

THE STATE OF TEXAS §

COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 22ND day of January, 2007, by SHARON C HAIRRELL, Secretary of SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC., a Texas non-profit corporation, on behalf of said corporation.

Jerelyn Cowger
Notary Public in and for the State of Texas



AFTER RECORDING RETURN TO:

SENDERA RANCH PROPERTY
OWNERS ASSOCIATION, INC.,
6406 Ranch Park Drive
Magnolia, Texas 77354

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Real Property at Montgomery County, Texas.

JAN 25 2007



Mark Turnbull
County Clerk
Montgomery County, Texas

FILED FOR RECORD

07 JAN 25 PM 12:10

Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

SENDERA RANCH ARCHITECTURAL CONTROL COMMITTEE BUILDING AND
9630163 LOT MAINTENANCE GUIDELINES AND FENCE POLICIES

13.2
5

STATE OF TEXAS X
COUNTY OF MONTGOMERY X

KNOW ALL MEN BY THESE PRESENTS:

These guidelines and policies are adopted for Sendera Ranch Subdivision on the date hereinafter set forth by the Board of Directors of Sendera Ranch Property Owners Association, Inc., and the Architectural Control Committee for Sendera Ranch Subdivision,

WITNESSETH:

WHEREAS, Properties of the Southwest, Inc. a Delaware Corporation, duly filed a Declaration of Covenants, Conditions and Restrictions for Sendera Ranch Section One, a subdivision in Montgomery County, Texas recorded in Cabinet G, Sheet(s) 88A of the Map Records of Montgomery County, Texas; said Declaration of Covenants, Conditions and Restrictions being filed under County Clerk's File Number 9340-6802, in 1993; and,

WHEREAS, Properties of the Southwest, Inc. a Delaware Corporation, duly filed a Declaration of Covenants, Conditions and Restrictions for Sendera Ranch Section Two, a subdivision in Montgomery County, Texas recorded in Cabinet G, Sheet(s) 120A & 120B of the Map Records of Montgomery County, Texas; said Declaration of Covenants, Conditions and Restrictions being filed under County Clerk's File Number 9323100, on May 6, 1993; (collectively known as the "Declaration") and,

WHEREAS, Article III of the Declaration provides for the prior written approval of the Architectural Control Committee for original construction and all alterations to buildings and their location, slabs, walls, fences and drainage on the Lots in the subdivision and submission of plans and specifications of the same; and,

WHEREAS, Article IV of the Declaration provides that the Architectural Control Committee may from time to time promulgate certain minimum acceptable construction standards;

NOW, THEREFORE, the Architectural Control Committee, with the approval of the Board of Directors of Sendera Ranch Property Owners Association, Inc., hereby adopts, establishes and imposes upon Sendera Ranch, Section One and Section Two, the following building and lot maintenance guidelines and fence policies, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of Sendera Ranch Section One and Section Two.

ARTICLE I.

The following guidelines apply to residential construction consistent with the authority granted and requirements of Article III, Section 3.01, Single family Residential Construction of the Declaration.

Section 1.01 Recreational style homes, such as A-frame, Dome style or total log homes, will not be approved. Metal roofing of any kind is discouraged. Further research is underway to determine the specifications to be applied if approval is to be granted. These specifications will include whether the structure would be architecturally pleasing with a metal roof, i.e.: a Victorian style house would not be considered, but a ranch style or farm style might be. These specifications will be attached as an addendum to this document upon the approval of the Board of Directors of Sendera Ranch Property Owners Association, Inc.

Section 1.02 The exterior shall be painted with colors that are pleasing and blend harmoniously with other homes in the subdivision. No fluorescent or loud colors will be permitted. All exterior paint colors must be approved by the Architectural Control Committee in advance. This includes new construction and repaint if color changes.

Section 1.03 - Attached garages shall be sheetrocked and finished. Detached garages have to be on a concrete slab and constructed of new materials. The exterior can be an approved siding or brick veneer, or a combination to match the finished residence. The roofing will be of the same type used for the residence.

Section 1.04 - Outbuildings such as hobby workshops, storage or garden buildings provided they are no larger than ten feet by ten feet (10' x 10'), may be constructed of metal and must be architecturally pleasing. Outbuildings shall be placed so as not to be readily visible from any street or neighboring properties and shall be placed within the building lines. New materials must be used and the building must be constructed in a professional manner.

Section 1.05 - Barns, or other outbuildings, larger than ten feet by ten feet (10' x 10') shall be constructed of new materials. No metal buildings will be approved. The roofing shall be of the same type of material and color used for the residence on the Lot.

Section 1.06 - Open horse stalls shall be constructed of new materials in a professional manner and may have a heavy gauge galvanized steel roof. No pole barns or poor construction similar to a "lean-to" are allowed.

Section 1.07 - Any existing structure or structures approved for construction by the ACC that falls into the category of "not to be readily visible from any street or neighboring properties", as stated in these guidelines, if at any time in the future should become visible, shall be corrected, at the owners sole expense, so as to comply with the visibility requirements as existed at the time of the original approval by the ACC. This applies not only to these guidelines, but also to the Declaration, more commonly known as the Deed Restrictions, other documents adopted by the ACC, the Board of Directors of Sendera Ranch Property Owners Association, Inc., or changes to the Deed Restrictions as approved by the Sendera Ranch Property Owners Association.

ARTICLE II.

The following guidelines apply to walls and fencing consistent with the authority granted and requirements of Article III, Section 3.08, of the Declaration. All fencing plans must be submitted for Architectural Control Committee approval and receive written approval prior to construction:

Section 2.01. - Fences along or adjacent to roads shall:

1. Be constructed of treated wood or cedar.
2. Be three (3), two inch by six inch (2" x 6") horizontal boards spaced eleven inches (11") apart.
3. Use four inches by six inches (4" x 6") posts on seven foot (7') centers with the six inch (6") side of posts facing the road.
4. Have an optimum height of fifty inches (50") with a minimum height of forty - six inches (46") and a maximum height of fifty-four inches (54").
5. Be painted white.
6. Be located twenty feet to twenty-five feet (20'-25') from the edge of the black top of the road.

Section 2.02. - Perimeter Fencing shall:

1. Be constructed of treated wood, cedar, ornamental iron or masonry.
2. Not to exceed eight feet (8') in height or be less than forty-six inches (46") in height.
3. Comply with the requirements established in Section 2.01, Numbers 1-4, above, when constructing a ranch-style fence;
 - a. Four inches by four inches (4" x 4") treated posts (NOT landscaping timbers or equal material) may be used on fences that are not along or adjacent to a road.
4. Galvanized fencing wire may be used behind approved fencing as stated in Section 2.01 or Section 2.02 above, for animal and/or human containment purposes only, provided that the galvanized fencing is no closer to the front property line than seventy-five feet (75'). The wire may not exceed the height of the fence. Chicken wire and galvanized fencing are not allowed.

Section 2.03. - Containment and Cross Fencing:

1. Shall be constructed as stated in Section 2.01 or Section 2.02 above.
2. No fence shall be erected between the front lot line and front of the residence except as provided in Section 2.01, Numbers 1-4 above.
3. Galvanized fencing wire (not chain link) may be used behind approved fencing as stated in Section 2.01 or Section 2.02 above, for animal and/or human containment purposes only, provided that the galvanized fencing is no closer to the front property line than seventy-five feet (75') and conforms to item Section 2.03.(2) above. The wire may not exceed the height of the fence. Chicken wire is not allowed.

Section 2.04. - Dog Runs and pens shall be placed behind a fence or building so as not to be readily visible from the street or offensive to adjacent property owners.

Section 2.05. - All fencing shall be completed on or before one hundred twenty (120) days of receipt of approval. Any incomplete fencing may be required to be removed.

The Architectural Control Committee of Sendera Ranch subdivision and/or the Board of Directors of Sendera Ranch Property Owners Association, Inc., reserves the right to make final approval of all fencing requests.

ARTICLE III.

The following guidelines apply to Lot Maintenance consistent with the authority granted and requirements of Article III, Section 3.16, Lot Maintenance of the Declaration:

Section 3.01. - In order to maintain the wooded setting so highly prized by the majority of owners and the real estate market, a minimum twenty-five foot (25') green belt in its natural vegetative state shall be maintained on at least 3 sides of the property as measured from the property lines.

Section 3.02. - Prior to the commencement of any clearing of any Lot, a plot plan with the proposed clearing indicated, shall be submitted to the ACC in order to secure a Clearing Permit. The initial clearing of underbrush and weeds is permitted prior to a Clearing Permit being used and is not considered commencement of clearing.

Section 3.03. - Should the clearing of a lot be performed by a contractor, all cleared trees, trash and debris shall be disposed of and the property returned to a neat and attractive state on or before ninety (90) days from the date of issuance of the permit. Should the owner be clearing the property, the time will be extended to a period of one year from the date of issuance of permit.

Section 3.04. - If the clearing of the Lot is not completed by the end of the time periods required in Section 3.03, the ACC reserves the right to notify the Owner, in writing, to begin the completion within ten(10) days, and to be completely finished by the end of thirty (30) days. If not completed, the ACC reserves the right, but not the obligation, to hire a contractor to complete the work and bill the Owner and levy fines as applicable with the same rights to collect said sums as provided for in Article VIII. of the Declaration.

Section 3.05. - Once the property is occupied, normal maintenance, such as the removal of dead trees, the removal of a live tree to allow space for a more desirable tree to flourish, pruning, planting, landscaping, etc., will not require a Permit.

Any clearing that has already been commenced prior to the initiation of the Permit Program, will not require a Permit. However, the completion time frames will become effective immediately upon adoption of these guidelines by the Board of Directors of Sendera Ranch Property Owners Association, Inc.

Adopted this 24th day of April 1996.

159-00-0970

SENDERA RANCH PROPERTY OWNERS ASSOCIATION, INC.

[Handwritten Signature]

By: Gary Boyd, President

[Handwritten Signature]

By: Pat Lakey, Vice President

[Handwritten Signature]

By: Larry Fojt, Board Member

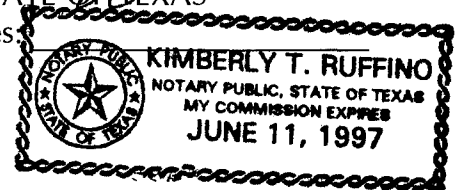
STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared, GARY BOYD, the President of Sendera Ranch Property Owners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24 day of April, 1996.

[Handwritten Signature]
NOTARY PUBLIC - STATE OF TEXAS

My commission expires



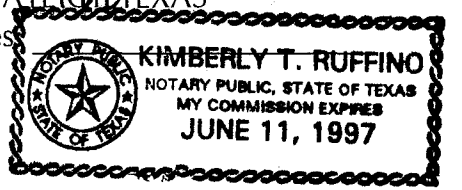
STATE OF TEXAS X
COUNTY OF MONTGOMERY X

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared, PAT LAKEY, the Vice President of Sendera Ranch Property Owners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24 day of April, 1996.

[Handwritten Signature]
NOTARY PUBLIC - STATE OF TEXAS

My commission expires



159-00-0971

STATE OF TEXAS

X

COUNTY OF MONTGOMERY

X

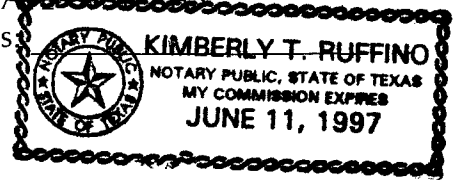
X

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared, LARRY FOJT, a Board Member of Sendera Ranch Property Owners Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 24 day of April, 1996.

Kimberly J. Ruffino
NOTARY PUBLIC - STATE OF TEXAS

My commission expires



FILED FOR RECORD
96 MAY 21 AM 8:07
MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS
[Signature] DEPUTY

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black outs, additions and changes were present at the time the instrument was filed and recorded.

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas.

MAY 21 1996



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS



RETURN TO:

Michael R. O'Neal
Attorney at Law
P.O. Box 41618
Houston, Texas 77241-1618

Sendera Ranch Property Owners Association

**6406 Ranch Park Drive
Magnolia, Texas 77354**

878-00-1719

Guidelines for Guest/Servants House

(Clarification of Article III, Section 3.01 of the Sendera Ranch Deed Restrictions)

- An application must be submitted to the ACC (Architecture Control Committee), along with 2 sets of plans, including the framing plan and plot diagram showing location of the guest/servants quarters. The location of the house cannot be more than 150 feet from the primary residence. The guest/servants house must be connected to the primary residence by a breezeway. The front of the guest/servants house must face to the back of the primary residence or be placed where it would face into the back yard of the primary residence(ask for written clarification on this). The guest/servants house cannot include a garage. * A list of new materials must accompany application.
- The building must be an extension of the primary residence in appearance.
- The living space shall be a minimum of 500 square feet and a maximum of 1000 square feet.
- In order to conform to the deed restrictions regarding Single Family Dwellings, there cannot be a separate mailing address, and no separate utility services. Guest/Servant house must be powered through the primary residence electrical (meter) source.
- Guest/Servants house are to be occupied by:
 - * No more than two people employed by the property owners on a full time basis.
 - * Guest who do not use the structure as a permanent address, and do not stay on a full time basis.
- The structure cannot be used for rental, lease or business purposes.
- The septic system needs to comply with County codes and guidelines.
- No separate driveway.
- All established guidelines and deed restrictions concerning construction and improvements apply.
- If a variance needs to be considered by the ACC for any deviations from the above referenced guidelines please contact the ACC before construction is approved.
- Changes to these guidelines will be amended as deemed necessary.

Delivered by: _____ Title: _____

Received by: _____ Date _____

adopted 10/9/97 amended 6/16/98

(Correction to previous guideline it stated: Guest/Servants Quarters, should have been Guest/Servants House, according to the deed restrictions)

**Sendera Ranch Property Owners Association
6406 Ranch Park Drive
Magnolia Texas 77354**


Guidelines for Pools

- * An application must be submitted to the ACC, along with two sets of plans, showing location of pool on the property. Pools are considered an improvement and must be approved by the ACC as stated in Article IV, Section 4.01 in Sendera Ranch Deed Restrictions I & II.
- * Any above ground pools must be concealed from any street or neighboring property. Show on sketch how pool will be concealed.
- * If unable to obtain concealment with natural vegetation, it must be enclosed with fencing or shrubbery of a height which would immediately conceal it from view. ACC must approve proposed enclosures.
- * Fencing must be constructed of new materials and completed within sixty days of construction of the pool.
- * A list of new materials being used must accompany application and plans.
- * All county and state guidelines must be complied with.
- ** Changes to these guidelines will be amended as deemed necessary, and requests for variances will be considered by the ACC.

Delivered By: _____ Title: _____

Received By: _____ Date: _____

6/17/98

FILED FOR RECORD
01 MAY 21 AM 9:32
MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS
 DEPUTY

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify that this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the official Public Records of Real Property of
Montgomery County, Texas

MAY 21 2001



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

Ranch

SENDERA ~~LAKE ESTATES~~ PROPERTY OWNERS ASSOCIATION
REGULATION OF SOLAR PANELS, ROOF SHINGLES,
FLAGS, FLAG POLES, RELIGIOUS ITEMS AND RAIN BARRELS

PI145-2013029803-8

STATE OF TEXAS §
 §
COUNTY OF MONTGOMERY §

WHEREAS, SENDERA LAKE ESTATES PROPERTY OWNERS ASSOCIATION, (the "Association"), is the governing entity for Sendera ~~Lake Estates~~ ^{RANCH} Property Owners Association, an addition in Montgomery County, Texas, as more particularly described in Exhibit "A", attached hereto (the "Subdivision"); and

WHEREAS, Chapter 202 of the Texas Property Code was amended to add Sections 202.010, 202.011, 202.012, 202.018, and 202.007(d) which require the Associations to allow solar panels, certain roofing materials, flags, flag poles, religious items and rain barrels, and authorizes the Association to regulate such items; and

WHEREAS, the Association, through its Board of Directors, shall have and may exercise discretionary authority concerning the restrictive covenants contained herein; and

WHEREAS, in the event of a conflict between these Regulations and any previously adopted regulations regarding this subject matter, these Regulations shall control;

NOW THEREFORE, in accordance with the foregoing, the Association hereby adopts the following Regulations:

I. Solar panels are permitted to the extent required by 202.010 of the Texas Property Code, subject to the following regulations:

- 1) The owner shall first apply to and receive written approval from the Architectural Control Committee (ACC) prior to installation of any solar panels or other solar items (collectively "Solar Panels") permitted by 202.010.
- 2) Solar Panels shall be located in a fenced-in yard or patio OR on the roof of the house or other approved structure, not visible from the front of the structure, and in a location approved by the ACC (subject to any limitation imposed by 202.010).
- 3) Solar Panels shall be located entirely on the property of the owner erecting the Solar Panels and shall not be located on any other lot, property or common area.

- 4) When mounted on a structure, no Solar Panel may be higher or wider than the roofline of the structure it is mounted on.
- 5) When mounted on a structure, the top edge of all Solar Panels shall be parallel with the roofline and shall conform to the slope of the roofline.
- 6) If located in a fenced-in yard or patio, the Solar Panels shall be lower than the fence line of the yard or patio.
- 7) Solar Panels shall not cause an unreasonable or disproportionate visual impact on neighboring lots. If the Solar Panels would “substantially interfere with the use and enjoyment of land causing unreasonable discomfort or annoyance to persons of ordinary sensibilities” it will not be allowed unless all adjoining owner’s give their written approval. The Architectural Control Committee (ACC) will decide what is an unreasonable or disproportionate visual impact on neighboring lots and will inform the property owner of what changes must be made to correct any unreasonable or disproportionate visual impact.
- 8) Solar Panel frames, brackets, wires and pipes shall be a shade of silver, bronze or black.

II. To the extent required by 202.011 of the Texas Property Code, Owners are entitled to install roof shingles designed primarily to be wind and/or hail resistant; shingles that provide heating and cooling efficiencies greater than those provided by customary composite shingles; and shingles that provide solar generation capabilities (collectively referred to as “Alternative Shingles”), subject to the following regulations:

- 1) The owner shall first apply to and receive written approval from the ACC prior to installation, alteration or modification of Alternative Shingles.
- 2) Alternative Shingles shall resemble the shingles commonly used on property in the Association.
- 3) Alternative Shingles shall be more durable than and of equal or superior quality than the shingles commonly used on property in the Association.
- 4) Alternative Shingles shall match the aesthetics of the property surrounding the owner’s property.

III. To the extent required by 202.012 of the Texas Property Code, Owners are entitled to display a United States Flag, a Texas State Flag, or a replica flag of any branch of the United States Armed Forces (“Permitted Flags”), and to install a flag pole on their property for the purpose of displaying the Permitted Flags; subject to the following regulations:

- 1) The Owner shall first apply to and receive written approval from the ACC prior to installation of any flag pole.
- 2) United States Flags must be displayed in accordance with 4 U.S.C. Sections 5-10.
- 3) The Texas Flag must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 4) Only Permitted Flags may be displayed within the Association.
- 5) Permitted Flags shall be displayed from a pole attached to a structure OR from a free-standing pole. Permitted Flags may not be draped over or directly attached to structures. For example, a Permitted Flag may not be laid across a fence or stapled to a garage or entry door.
- 6) A flag pole attached to a structure shall be limited to one per lot, shall be no more than 6 feet long and shall be securely attached by a bracket with an angle of 30 to 45 degrees down from vertical. The flag pole shall be attached in such a manner as to not damage the structure. One attached flag pole is allowed on the front portion of a structure facing the street in a location approved by the ACC. Brackets which accommodate multiple flag poles are prohibited.
- 7) A flag pole, whether attached to a dwelling or freestanding, shall be constructed of permanent, long-lasting materials with a finish appropriate to the materials used in the construction of the flag pole and harmonious with the dwelling. Flag poles shall be commercially produced and not home-made, they shall not be constructed of wood or plastic.
- 8) Only one of each Permitted Flag may be displayed at any one time.
- 9) The flag display and flag pole shall conform to all setbacks, easements, and zoning ordinances.
- 10) Flags and flag poles must be maintained in good condition; flags and poles that are deteriorating or represent an unsafe condition shall be repaired, replaced or removed.
- 11) Free-standing flag poles, are limited to one per lot, in a location approved by the ACC in writing, and shall not exceed 20 feet in height (including any ornamental cap) and 9 inches in diameter. Free-standing flag poles shall be permanently installed in the ground according to the manufacturer's instructions.
- 12) Permitted Flags are limited in size to 3 feet tall by 5 feet wide.

- 13) Lighting may be installed to illuminate Permitted Flags if they will be displayed at night and if existing ambient lighting does not provide proper illumination. Flag lighting shall be:
 - a) approved in writing by the ACC prior to installation, and
 - b) shall be ground mounted in the vicinity of the flag, and
 - c) shall utilize a fixture that screens the bulb and directs light in the intended direction with minimal spillover, and
 - d) shall point towards the center of the flag and face the main structure on the property or to the center of the property if there is no structure, and
 - e) shall not provide illumination exceeding the equivalent of a 60 watt incandescent bulb.
- 14) Flag poles shall not generate unreasonable noise levels which would disturb the surrounding residents. In order to minimize noise all flag poles shall utilize vinyl or plastic snap hooks, shall utilize snap hook covers and may secure a rope around the flag pole with a flag pole clasp, or do whatever else is necessary to comply.
- 15) An owner can only place a flag pole or flag on his own property and no other lot, property or common area.
- 16) Flag poles are permitted solely for the purpose of displaying Permitted Flags. If a flag pole is not longer used on a daily basis it shall be removed by the Owner.

IV. Religious Items related to any faith that is motivated by an Owner's sincere religious belief or tradition, may be displayed, as required by 202.018 of the Texas Property Code, subject to the following regulations:

- 1) The religious item cannot threaten public health or safety.
- 2) The religious item cannot violate any law.
- 3) The religious item cannot contain language, graphics or other display that is patently offensive to a passerby.
- 4) The religious item must be located on the entry door or entry door frame and cannot extend past the outer edge of the door frame of the dwelling.
- 5) The maximum space allotted to a religious item or combination of religious items shall be no more than 25 square inches.
- 6) The Association may remove any item that does not conform to these regulations.

V. Rainwater Recovery Barrels or Systems (“Barrels/System”) shall be permitted to the extent required by 202.007(d), subject to the following regulations:

- 1) The Owner shall first apply to and receive written approval from the ACC prior to installation of any Barrels/System.
- 2) The Barrels/System must be of a color that is consistent with the color scheme of the owner’s home.
- 3) The Barrels/System cannot be located between the front of the owner’s home and an adjoining or adjacent street. (the front yard)
- 4) The Barrels/System must not display any language or other content that is not typically included on the item when it is manufactured.
- 5) The Association may regulate the size, type, materials and manner of screening for Barrels/System that are visible from the street, another lot, or common area.
- 6) There must be sufficient area on the owner’s property to install the Barrels/System, no Barrels/ System shall be located on or extend onto any property other than the owner’s lot.
- 7) Other than gutters and downspouts conventionally attached to a dwelling or appurtenant structure, all components of the Barrels/ System, such as tanks, barrels, filters, pumps, motors, pressure tanks, pipes and hoses, must be substantially screened from public view from any street or common are.
- 8) Screening may be accomplished by an approved solid fence, structure or vegetation; by burying the tanks/barrels; or by placing the equipment in an outbuilding approved by the ACC.
- 9) A rain barrel may be placed in a location visible from public view from any street or common area only if the configuration of the guttering system on the structure precludes screening as described above, so long as:
 - a) the barrel does not exceed 55 gallons, and
 - b) the barrel is installed in close proximity to the structure on a level base with the guttering downspout leading directly to the barrel inlet at a substantially vertical angle, and
 - c) the barrel is fully painted in a single color to blend with the adjacent home or vegetation, and
 - d) any hoses attached to the barrel discharge must be neatly coiled and stored behind or beside the rain barrel in the least visible location when not in use.

- 10) Overflow lines from a System must not be directed onto or adversely affect adjacent properties or common areas.
- 11) Inlets, ports, vents and other openings must be sealed or protected with mesh to prevent children, animals and debris from entering the barrels, tanks or other storage devices. Open top storage containers are prohibited, however, where space allows and where appropriate as determined by the Association, ACC approved ponds may be used for water storage.
- 12) Harvested water must be used and is not allowed to become stagnant or a threat to health.
- 13) All systems shall be maintained in good repair. Unused systems should be drained and disconnected from the gutters. Any unused Systems in public view must be removed from public view of any street or common area.

SENDERA RANCH PROPERTY OWNERS ASSOCIATION

CERTIFICATION

"I, the undersigned, being the President of Sendera Ranch Property Owners Association, hereby certify that the foregoing Resolution was adopted by at least a majority of the Association Board of Directors on the 29 day of Jan, 2013."

By: Gregory E. Cadh, UICE President

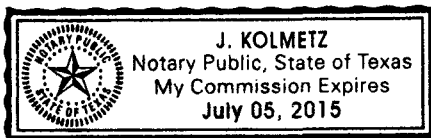
Print name: Gregory E. Cadh

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
 COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day, personally appeared the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same as the act of the Association for the purpose and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 29 day of January, 2011.



J. Kolmetz
 Notary Public, State of Texas

EXHIBIT "A"

Sendera Ranch, an addition in Montgomery County, Texas, according to recording data for the subdivision: Clerk's File No. 9301525Cabinet G, Sheets 88A, 88B & 89A of the Maps Records of Montgomery County, Texas.

Declaration of Covenants, Conditions and Restrictions of Sendera Ranch Section One recorded in the Official Records of Real Property of Montgomery County, Texas under Clerk's File No. 93406802 and the Declaration of Covenants, Conditions and Restrictions of Sendera Ranch Section Two, recorded in the Official Records of Real Property of Montgomery County, Texas under clerk's File No. 9323100.

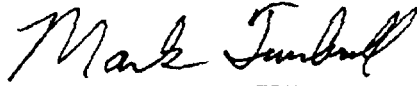
Amendment to Declaration of Covenants, Conditions and Restrictions Sendera Sections 1 and 2 recorded in the Official Records of Real Property of Montgomery County, Texas recording data 2002-129695 recorded on or about December 11, 2002 together with any other filings of records (if any).

First Amendment Sendera Ranch Architectural Control Committee Building and Lot Maintenance Guidelines and Fence Policies, recorded in the Official Records of Real Property of Montgomery County, Texas recording data 2007-009564 on or about January 25, 2007 together with any other filings of records (if any).

After Recording Return to:
Principal Management Group
11000 Corporate Centre Drive, Suite 150
Houston, Texas 77041

FILED FOR RECORD

03/27/2013 1:26PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

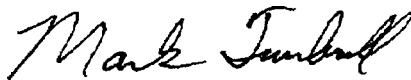
RECORDER'S MEMORANDUM:

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

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in file number sequence on the date and at the time stamped herein by me and was duly RECORDED in the Official Public Records of Montgomery County, Texas.

03/27/2013



County Clerk
Montgomery County, Texas