CLARIFICATION OF AND SECOND AMENDMENT TO

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

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL §

A. RECITATIONS

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

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

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

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

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

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

B. CLARIFICATION AND AMENDMENTS

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

- 1. <u>Re-Subdivision</u>. Section 9 of Article III of the Declaration states that, "No Tract may be re-subdivided or conveyed or encumbered in a size **less** than the full dimensions shown on the originally recorded plat of the P.L.D. unit in which the Tract is located. In the event two or more Tracts are consolidated into one homesite, such consolidated homesite may not be resubdivided or conveyed or encumbered in sizes less than the dimensions reflected on its component Tracts on its original plat." This Section 9 shall be revised to read as follows, "No Tract may be re-subdivided or conveyed or encumbered in a size **less** than the full dimensions shown on the P.L.D. for the unit in which the Tract is located without the written consent of Declarant. In the event two or more Tracts are consolidated into one homesite, such consolidated homesite may not be re-subdivided or conveyed or encumbered into separate tracts of sizes less than 12.55 acres. Notwithstanding the foregoing, with the written consent of the Declarant, the total number of tracts included within Pradera Escondida Ranch Subdivision may be reduced and the total acreage from the removed tract(s) will be added to the acreage of the remaining Tract(s) in the Pradera Escondida Ranch Subdivision."
- 2. Animals. Section 11 of Article III of the Declaration states that "Normal household pets may be kept on a Tract, with the exception of swine. All pets must be restricted to the Tracts of their respective owners by fences or other enclosures, or by restraints, and not allowed to run at large. Pets may not be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor or noise. It is specifically understood and agreed that the owners of any pets kept on any Tract shall be strictly liable for any damages done to the property or person of any third party by such livestock or pets which may occur outside the Tract's fence lines." This Section 11 shall be revised to read as follows, "Normal household pets and/or livestock may be kept on a Tract, with the exception of swine. All pets and livestock must be restricted to the Tract(s) of their respective owners by fences, pens or other enclosures, or by restraints, and not allowed to run at large. Open grazing of livestock on Tract(s) is strictly prohibited. Livestock shall be kept in pens or other enclosures within the Tract's perimeter fence lines. Pets and/or livestock may not be kept if they become offensive or a nuisance by virtue of their numbers, sight, odor or noise. It is specifically understood and agreed that the owners of any pets and/or livestock kept on any Tract shall be strictly liable for any damages done to the property or person of any third party by such livestock or pets which may occur outside the Tract's perimeter fence lines."
- 3. <u>Guest Houses and Out Buildings</u>. Section 3.11 of the Master Design Guidelines which are attached to the Declaration as Exhibit "A" states that, "Such structures are encouraged and may be attached by covered links or be detached but should be in the same general architectural style and material as the residence. Use walls, patios, courtyards, or landscape elements to visually relate detached buildings to the main residence. Separating activities or spaces from the main residence allows their advantage of alternative views, can give privacy, and provide architectural complexity to otherwise simple forms. Out buildings must comply with all

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

C. MISCELLANEOUS:

- 1. <u>Binding Effect</u>. Except as specifically clarified or modified hereby, all other terms, conditions, easements, restrictions and covenants contained in the Declaration of Covenants, Conditions, Easements and Restrictions for PRADERA ESCONDIDA RANCH shall remain in full force and effect as therein written. This Clarification shall insure to the benefit of, and be binding upon, the Declarant and its successors and assigns; and shall be deemed to be covenants running with title to all Tracts within Pradera Escondida Ranch Subdivision and to all tracts thereto, and any tracts which may be annexed into the Pradera Escondida Ranch Subdivision in the future.
- 2. <u>Multiple Counterparts</u>. This instrument may be executed in multiple counterparts, no one of which need be executed by all parties for whom it has been prepared. Separate counterparts this executed shall together constitute one and the same agreement. In the interest of facilitating the recording of this instrument thus executed in multiple counterparts, each executing party authorized the removal of signature and acknowledgement pages and the reassembly of the same into one or more documents composed of one copy of the substantive portions of this instrument attached to multiple separately executed signature and acknowledgement pages.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

EXECUTED as of the	day of April, 2022.
	DECLARANT:
	EQUITIS SOLUTIONS, LLC
	By: Kelly Knight, President
STATE OF TEXAS	\$ \$ \$
COUNTY OF BEXAR	§
	acknowledged before me on the day of April, 2022, by KELLY UITIS SOLUTIONS, LLC, a Texas limited liability company, on its
	N (D 11' ' 10 (1 0) (5T)
	Notary Public in and for the State of Texas

APPROVED BY MASTER DESIGN COMMITTEE:

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

		Kelly Knight
		Angela Turner
		Robert O. Switzer
STATE OF TEXAS COUNTY OF BEXAR	§ § §	
This instrument was Knight.	acknowledged	before me on the day of April, 2022, by Kelly
		Notary Public in and for the State of Texas
STATE OF TEXAS COUNTY OF BEXAR	§ § §	
This instrument was Turner.	acknowledged	before me on the day of April 2022, by Angela
		Notary Public in and for the State of Texas

STATE OF TEXAS	§ §
COUNTY OF BEXAR	§
This instrument was O. Switzer.	acknowledged before me on the day of April, 2022, by Robert

Notary Public in and for the State of Texas

AFTER RECORDING PLEASE RETURN TO:

Equitis Solutions, LLC c/o Kelly Knight, President 9676 Canyon Mist San Antonio, Texas 78023

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

Tract Owner:	GFT SFI, LLC
	By:Roger Grove, President
ent was acknowledged	before me on the day of April, 2022, by Roger fornia limited liability company, on its behalf.
	NOTARY PUBLIC, State of Texas

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

7	Γract Owner:	Equitis Solutions, LLC
		By: Kelly L. Knight, President
STATE OF TEXAS COUNTY OF BEXA	\$ \$ R \$	
		before me on the day of April, 2022, by Kelly LC, a Texas limited liability company, on its behalf.
		NOTARY PUBLIC, State of Texas
Tracts 11 and 14		

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

Tract	Owner:	
		Manuel Salinas
		Anna Salinas
STATE OF TEXAS	§ §	
COUNTY OF BEXAR	§	
This instrument was Salinas.	acknowledged	before me on the day of April, 2022, by Manua
		NOTARY PUBLIC, State of Texas
STATE OF TEXAS	§	
COUNTY OF BEXAR	§ §	
This instrument was Salinas.	acknowledged	d before me on the day of April, 2022, by Anna
		NOTARY PUBLIC, State of Texas
Tract 6		

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

	Tract Owner:	Artesilla Ranch I, LLC
		By: Kelly L. Knight, President
STATE OF TEXAS COUNTY OF BEXA	§	
		before me on the day of April, 2022, by Kelly LLC, a Texas limited liability company, on its behalf.
		NOTARY PUBLIC, State of Texas
Tract 4		

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

Trac	et Owner:	Artesilla Ranch II, LLC
		By:Kelly L. Knight, President
STATE OF TEXAS	% % %	
	s acknowledg	ged before me on the day of April, 2022, by Kelly II, LLC, a Texas limited liability company, on its behalf.
		NOTARY PUBLIC, State of Texas

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

	Tract Owner:	Artesilla Ranch IV, LLC
		By: Kelly L. Knight, President
STATE OF TEXAS	§	
		before me on the day of April, 2022, by Kelly IV, LLC, a Texas limited liability company, on its
		NOTARY PUBLIC, State of Texas
Tract 1		

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

Tract	Owner:	
		Michael F. Mullen
		Karen M. Mullen
STATE OF TEXAS	§	
COUNTY OF BEXAR	§ §	
COUNTY OF BEAAR	8	
This instrument wa Michael F. Mullen.	s acknowledge	d before me on the day of April, 2022, by
		NOTARY PUBLIC, State of Texas
STATE OF TEXAS	§	
	§ §	
COUNTY OF BEXAR	8	
This instrument was M. Mullen.	acknowledged	before me on the day of April, 2022, by Karer
		NOTARY PUBLIC, State of Texas
Tract 8		

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

	Tract Owner:	Artesilla Ranch VI, LLC
		By:Kelly L. Knight, President
	§ AR § ent was acknowledged	before me on the day of April, 2022, by Kelly VI, LLC, a Texas limited liability company, on its
		NOTARY PUBLIC, State of Texas
Tract 9		

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

Tract Owner:	Artesilla Ranch VII, LLC
	By: Kelly L. Knight, President
§ XAR § nent was acknowledged	d before me on the— day of April, 2022, by Kelly VII, LLC, a Texas limited liability company, on its
	NOTARY PUBLIC, State of Texas

{00571951;2}

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

	Tract Owner:	Artesilla Ranch VIII, LLC
		By: Kelly L. Knight, President
STATE OF TEXAS	§	
		I before me on the day of April, 2022, by Kelly VIII, LLC, a Texas limited liability company, on its
		NOTARY PUBLIC, State of Texas

{00571951;2}

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

Tract (Owner:
	Jeanne Parnell Douglas
STATE OF TEXAS	§
COUNTY OF BEXAR	§ §
This instrument was a Parnell Douglas.	acknowledged before me on the day of April, 2022, by Jeanne
	NOTARY PUBLIC, State of Texas

Tract 12

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

Tract Owner:			
	Truct & when	Grant Douglas	
		Shelby Douglas	
STATE OF TEXAS	§		
COUNTY OF BEXA	\$ \$ R \$		
		before me on the day of April, 2022, by Grant	
		NOTARY PUBLIC, State of Texas	
STATE OF TEXAS	§		
COUNTY OF BEXA	§ § R §		
This instrumen Douglas.	t was acknowledged	before me on the day of April, 2022, by Shelby	
		NOTARY PUBLIC, State of Texas	
Tract 13			

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

Tract Owner:	Artesilla Ranch XI, LLC
	By: Kelly L. Knight, President
§ AR § ent was acknowledged	before me on the day of April, 2022, by Kelly XI, LLC, a Texas limited liability company, on its
	NOTARY PUBLIC, State of Texas

{00571951;2}

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

Tract	Owner:		
		Michael Kent Franklin	
		Stacey Franklin	
STATE OF TEXAS	§		
COUNTY OF BEXAR	§ § §		
This instrument was Michael Kent Franklin.	s acknowledge	d before me on the day of	f April, 2022, by
		NOTARY PUBLIC, State of Texas	ıs
STATE OF TEXAS	§		
COUNTY OF BEXAR	§ § §		
This instrument was Franklin.	acknowledged	before me on the day of Apri	1, 2022, by Stacey
		NOTARY PUBLIC, State of Texa	ıs
Tract 15			

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