SECOND AMENDMENT
to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
of
HIDDEN SPRINGS SUBDIVISION

THE STATE OF TEXAS	§
	§
COUNTIES OF GILLESPIE,	§
KENDALL and KERR	§

WHEREAS, CRENWELGE, LLC, a Texas Limited Liability Company ("Declarant"), caused the instrument entitled "Declaration of Covenants, Conditions and Restrictions of Hidden Springs Subdivision" to be recorded in the Official Public Records of Real Property of Kendall County, Texas, under Clerk's File No. 00321865, Volume 1638, Page 382, and Kerr County, Texas, under Clerk's File No. 18-03334 ("Declaration"), which instrument imposes the covenants, conditions, restrictions, and easements set forth therein on the property known as Hidden Springs Subdivision, a subdivision located in Gillespie, Kendall and Kerr County, Texas according to the maps or plats recorded under Clerk's File No. 00321787 of the Map Records of Kendall County, Texas, and Clerk's File No. 18-03295 and 19-01418 of the Map Records of Kerr County, Texas (the "Property"); and

WHEREAS, the Declaration was amended by the instrument entitled "Amendment of Declaration of Covenants, Conditions and Restrictions of Hidden Springs Subdivision" recorded in the Official Public Records of Real Property of Kendall County, Texas, under Clerk's File No. 00322234, Volume 1640, Page 754, and Kerr County, Texas, under Clerk's File No. 18-03644 (the Declaration as amended hereinafter still referred to as "Declaration"); and

WHEREAS, the term "Property" also includes any and all other subdivisions and land that have been or will be annexed and subjected to the jurisdiction of the Hidden Springs Homeowners' Association, Inc. (Association); and

WHEREAS, Article XXVIII of the Declaration provides that the Declarant shall have the right at any time, at its sole discretion and without any joinder or consent of any party, to amend the Declaration for the purposes of correcting any error, ambiguity or inconsistency appearing therein or for any reason whatsoever deemed necessary for the benefit of the overall development as determined by Declarant, in its sole discretion; and

WHEREAS, pursuant to the authority within the Declaration, the Declarant desires to amend the Declaration as provided below.

NOW, THEREFORE, Declarant hereby amends the Declaration, as it applies to all of the Property, as follows:

1. Article V, Section 3(a) of the Declaration, entitled "Planting; Obstructions", is amended and restated to read as follows:

   Planting or gardening by Owners shall be permitted only within designated areas of the Common Areas as approved by the Board of Directors. No fences, hedges or walls or other obstructions shall be erected or maintained upon the Common Areas, except such as are installed by Declarant in connection with the construction of the initial improvements thereon, or such as are subsequently approved by the Board of Directors.

2. The first portion of Article VI, Section 5 of the Declaration, entitled "Initial Annual Assessment", is amended and restated to read as follows:

   Until adjusted pursuant to the terms as noted in this document, the maximum Annual Assessments shall be as follows:

   *** Class A: $ 2,500 per individual lot;**
   *** Class B: $ 25.00 per individual lot prior to "Turnover" and $200.00 per each individual lot after "Turnover."**

   Subsections (a)-(d) of Article VI, Section 5 of the Declaration shall remain unaffected.

3. Article VIII, Section 4(a) of the Declaration is amended and restated to read as follows:

   (a) Construction of an approved building will be completed within twelve (12) months from start of construction.

4. Article X, Section 1 of the Declaration, entitled "Buildings", is hereby amended to add Subsection (c) to read as follows:

   (c) Masonry – The exterior of all dwellings must be constructed with 60% masonry. Windows and doors of a dwelling shall be included and calculated as masonry. The majority of the 60% masonry product must be stone. The exception to the masonry requirement is an all wood exterior siding, including but not limited to Fir, Cypress, Pine, and Spruce. Cement board siding (i.e. Hardie Board or similar products) may be utilized, but will not be included in the 60% masonry calculation/requirement.

5. Article XI of the Declaration, entitled "Temporary Structures", is amended and restated to read as follows:

   No structure of a temporary character, such as a trailer, mobile home, manufactured home, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence. No trailer, camper, recreational vehicle, or similar vehicle shall at any time be connected to utilities situated within a lot. No dwelling previously constructed elsewhere may be moved on any lot in the subdivision, provided, buildings of a historic character may be dismantled and then reassembled upon a lot subject to the approval of the Architectural Control Committee. This covenant specifically excludes the use of a mobile home or manufactured home in which the axle and wheels have been removed and placed upon a concrete slab or left attached, which said mobile home or manufactured home is

hereby specifically prohibited as a residence, either temporarily or permanently. A portable building may be permitted for use as a Builder's Construction Office (subject to approval of the Architectural Control Committee), however, any such building or structure must be removed within twelve (12) months of start of construction of any building or structure on any adjacent lot.

6. Article XII, Section 2 of the Declaration is amended and restated to read as follows:

   2. One professional sign of not more than six square feet advertising the sale of a vacant lot or a property upon which is situated a single-family residence which sign has been approved by the Architectural Control Committee;

7. Article XIV(B), Section 1 of the Declaration, entitled "Drainage Easements", is revised to amend and restate Subsection (2) to read as follows:

   (2) alter, change or modify the existing configuration of the drainage easements, add or remove rock or other landscaping to such easements, or fill, excavate or terrace such easements or remove trees or other vegetation therefrom without the prior written approval of the Architectural Control Committee;

8. Article XIX of the Declaration, entitled "Animals and Pets", is amended and restated to read as follows:

   No hogs, swine, fowl, emu, ostriches, rhea, or other similar birds shall be kept or permitted on any lot at any time except (1) livestock raised and sheltered under a 4-H or FFA project in which a child residing on the lot participates and (2) "permitted poultry". Up to ten (10) hens and one (1) rooster shall be permitted on a lot.

   Pets shall be permitted provided such pets are sheltered and kept within the boundaries of the owner's lot at all times, and they are not offensive by smell, sight, sound or otherwise. No commercial breeding of animals shall be conducted on any lot.

   No more than one (1) animal unit of domestic livestock shall be permitted upon each three (3) acres of land contained within each lot and such intensity of livestock stocking is restricted to only those lots which have the carrying capacity for such intense grazing. The determination of the carrying capacity and stocking rate of any lot shall be subject to the discretion and written approval of the Architectural Control Committee or the Board of Directors. The stocking of domestic livestock which constitutes overgrazing shall not be permitted. No commercial feeding operations of animals shall be conducted on any lot. All livestock pens, corrals, barns, sheds or other structures for the caring or sheltering of livestock shall be approved in writing by the Architectural Control Committee or the Board of Directors and shall be constructed in a professional manner and maintained so it is not noxious or offensive to other property owners.

   All such animals shall be kept in strict accordance with all local laws and ordinances (including leash laws) and in accordance with all rules established by the Declarant or the Board of Directors. It shall be the responsibility of the owners of household pets to prevent the animals from running loose or becoming a nuisance to the other residents. Household pets shall be vaccinated and tagged for identification.

All animals and livestock are subject to the prior written approval of the Board of Directors. The Board of Directors has the authority to approve or reject any animals and livestock, in its sole and absolute discretion. The Board of Directors may adopt, establish, amend, and modify rules, regulations and policies regarding animals and livestock.

9. Article XXXIV, Section 5 of the Declaration, entitled "Water Wells", is amended and restated to read as follows:

Each owner of a lot within this subdivision may drill, operate or maintain a private water well on a lot for domestic and household purposes only. Storage tanks erected must be approved in writing by the Architectural Control Committee. The water well pump must be covered or screened as approved in writing by the Architectural Control Committee. Small pressure tanks, as determined in the sole and absolute discretion of the Architectural Control Committee, must be covered or screened as approved in writing by the Architectural Control Committee.

10. Article XXXIV, Section 13 of the Declaration, entitled "Resale of Properties", is amended and restated to read as follows:

(13) RESALE OF PROPERTIES
No Owner, other than Declarant, may transfer title to a Lot, together with the Improvements thereon, unless and until the Owner, the buyer, or the person to whom the Lot is being conveyed, has requested and obtained a resale certificate [as defined by Texas Property Code Section 207.001(5) or its successor statute] signed by a representative or authorized agent of the Association. The Association, or the Association's authorized agent, may charge a fee to prepare, assemble, copy, and deliver a resale certificate and accompanying information and/or any update to a resale certificate. The fee for a resale certificate or an update to a resale certificate shall be paid prior to the resale certificate or update being provided to the requesting party. If the fee for a resale certificate or an update to a resale is not paid, such fee shall be secured by the Association's lien on the Lot being conveyed and shall be collected in the same manner as delinquent assessments and other charges authorized by this Declaration. The Board of Directors may adopt, establish, amend, and modify rules, regulations and policies regarding resale certificates.

11. Article XXXIV of the Declaration, entitled "Miscellaneous", is amended to add Section 14 entitled "Rules and Regulations; Fines" to read as follows:

(14) RULES AND REGULATIONS; FINES
The Board of Directors may adopt, establish, amend and modify rules, regulations policies and fees for the Association, and has the power to enforce, by legal means, the provisions of the Declaration, Bylaws, all rules, regulations, and policies adopted by the Association, and all other applicable Association dedicatory instruments, and bring any proceeding which may be instituted on behalf of the Association.

The Board of Directors has the power to (i) levy fines for violations of the Declaration, Bylaws, rules and regulations and all other dedicatory instruments of the Association as that term is defined by Section 202.001(1) of the Texas Property Code, and (ii) adopt, establish, and amend from time to time at the discretion of the Board of Directors, a fine

schedule or fine policy for any infraction of the Declaration, Bylaws, rules and regulations or other dedicatory instruments of the Association.

Except as amended herein, all provisions in the Declaration remain in full force and effect.

Capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

IN WITNESS WHEREOF, Declarant has executed this instrument on the date set forth, to be effective upon recording in the Official Public Records of Real Property of Gillespie, Kendall and Kerr Counties, Texas. As evidenced by the signature of the President of the Association's Board of Directors below, this instrument was also approved in the open session of a properly noticed meeting of the Association's Board of Directors by at least a majority of the members of the Association's Board of Directors.

DECLARANT:

CRENWELGE, LLC,
a Texas Limited Liability Company

By: Dale A Crenwelge

Name: Dale A. Crenwelge

Title: President

THE STATE OF TEXAS §
§
COUNTY OF Kendall §

This instrument was acknowledged before me on the 7th day of September, 2023, by Dale Crenwelge, President of CRENWELGE, LLC, a Texas Limited Liability Company, for the purposes and in the capacity stated therein.

KOURTNEY LANTZ
Notary Public
State of Texas
ID # 13430257-4
My Comm Expires 04/12/2027

Lantz

Notary Public in and for the State of Texas

HIDDEN SPRINGS HOMEOWNERS' ASSOCIATION, INC.

By: _____

Printed: Brian K Schroder

Its: President

THE STATE OF TEXAS §
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COUNTY OF Bandera §

This instrument was acknowledged before me on the 18th day of September, 2023, by Brian K. Schroder, as President of the Association's Board of Directors.

CYNTHIA DIANNE STRICKLAND
Notary Public, State of Texas
Comm. Expires 08-27-2025
Notary ID 124870089

_____
Notary Public in and for the State of Texas

FILED AND RECORDED

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GRANTOR CRENWELGE LLC

GRANTEE HIDDEN SPRINGS SUBDIVISION

Returned To: C.I.A. Services Inc
8811 FM 1960 Bypass Rd W Ste 200
Humble, TX 77338-3952

I hereby certify that this instrument was FILED on the date and times stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Kerr County, Texas.



Jackie Dowdy

Jackie Dowdy, Clerk
Kerr County, Texas
By: ANA KELLER DEPUTY CLERK

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