

AFTER RECORDING RETURN TO:

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Winstead PC

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Email: rburton@winstead.com**VALLEY RANCH****FIRST AMENDMENT TO VALLEY RANCH
AMENDED AND RESTATED MASTER COVENANT***Bexar County, Texas***Declarant: CONTINENTAL HOMES OF TEXAS, L.P., a Texas limited partnership****Cross-reference to Valley Ranch Amended and Restated Master Covenant recorded under Document No. 20170028837, Official Public Records of Bexar County, Texas, as amended from time to time.**

VALLEY RANCH
FIRST AMENDMENT TO VALLEY RANCH
AMENDED AND RESTATED MASTER COVENANT

This First Amendment to Valley Ranch Amended and Restated Master Covenant (this "Amendment") is made by **CONTINENTAL HOMES OF TEXAS, L.P.**, a Texas limited partnership ("Declarant"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Valley Ranch Amended and Restated Master Covenant recorded as Document No. 20170028837, in the Official Records of Bexar County, Texas (the "Covenant").

B. Pursuant to *Section 10.3* of the Covenant, the Covenant may be amended by the Declarant acting alone.

C. Declarant desires to amend the Covenant as set forth hereinbelow.

NOW THEREFORE, the Covenant is hereby amended as follows:

1. **Bulk Rate Contracts.** *Section 3.12* of the Covenant is hereby deleted in its entirety and replaced with the following:

3.12 Bulk Rate Contracts. Without limitation on the generality of the Association powers set out in *Section 3.8* hereinabove (except that during the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant), the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are the owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. The Association may, at its option and election: (i) add the charges payable by such Owner under such Bulk Rate Contract to the Assessments (Regular, Special, Service Area, Special Common Area, or Individual, as the case may be) against such Owner's Lot or Condominium Unit; or (ii) agree to alternative methods of payment under the terms and provisions of any such Bulk Rate Contract, including, but not limited to, providing that any such Bulk Rate Contract invoice(s) shall be delivered directly to each Owner for direct payment to the service provider(s) under such Bulk Rate Contract. In this regard, it is agreed and understood that, if any

Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Covenant with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot or Condominium Unit which is reserved under the terms and provisions of this Covenant. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such 12-day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or Occupant of such Owner's Lot or Condominium Unit) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner (or Occupant of such Owner's Lot or Condominium Unit) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Covenant remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

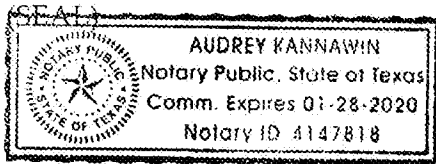
CONTINENTAL HOMES OF TEXAS, L.P., a
Texas limited partnership

By: CHTEX of Texas, Inc., a Delaware
corporation, its General Partner

By: Leslie Ostrander
Printed Name: Leslie Ostrander
Title: 7/26/17

THE STATE OF TEXAS §
 §
COUNTY OF Bexar §

This instrument was acknowledged before me this 26th day of July, 2017 by Leslie Ostrander, Asst. Secretary of CHTEX of Texas, Inc., a Delaware corporation, General Partner of Continental Homes of Texas, L.P., a Texas limited partnership, on behalf of said corporation and partnership.



Audrey Kannawin
Notary Public Signature

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07/26/2017 1:42PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$38.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
07/26/2017 1:42PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff