

COOL WATER RANCH, LTD.

TO

THE PUBLIC

THIRD AMENDMENT OF DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
THE COOL WATER RANCH

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF GILLESPIE

§

WHEREAS, COOL WATER RANCH, LTD. has executed and filed that certain Declaration of Covenants, Conditions and Restrictions of The Cool Water Ranch (herein "Declaration") dated July 5, 2006, recorded under County Clerk's File No. 20064225 of the Official Public Records of Gillespie County, Texas; and

WHEREAS, COOL WATER RANCH, LTD. has executed and filed that certain First Amendment of Declaration of Covenants, Conditions and Restrictions of The Cool Water Ranch dated March 2, 2007, recorded under County Clerk's File No. 20071105 of the Official Public Records of Gillespie County, Texas; and

WHEREAS, COOL WATER RANCH, LTD. has executed and filed that certain Second Amendment of Declaration of Covenants, Conditions and Restrictions of The Cool Water Ranch dated March 24, 2008, recorded under County Clerk's File No. 20081677 of the Official Public Records of Gillespie County, Texas; and

WHEREAS, COOL WATER RANCH, LTD. is the Declarant as defined in the Declaration; and

WHEREAS, pursuant to ARTICLE XIII., AMENDMENT, "the Declarant and the Owners of at least two-thirds of the Tracts may amend this Declaration by executing and filing an instrument containing such amendment in the office of the County Clerk of Gillespie County, Texas. The

Declarant on the date of execution of this instrument is the owner of twenty-three (23) of the fifty-six (56) tracts of the Cool Water Ranch Subdivision; and

WHEREAS, the Declarant and the undersigned owners of Tracts in the Subdivision desire to amend the Declaration as is herein provided;

NOW, THEREFORE, the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COOL WATER RANCH are amended as follows:

AMENDMENT NO. 1

Paragraph (2) Construction in Place. and paragraph (3) Building Materials. of Section 2. Residential Restrictions, of ARTICLE VIII., RESTRICTIVE COVENANTS, of the Declaration are declared a nullity and of no further force and effect and in substitution for such paragraph (2) Construction in Place. and paragraph (3) Building Materials., the Declaration shall be amended by the incorporation of the following as paragraph (2) Construction in Place. and paragraph (3) Building Materials.:

(2) Construction in Place. All Improvements constructed on the Property shall be built in place on the Tract and the use of prefabricated buildings is prohibited, provided a prefabricated steel building used as a workshop which complies with the exterior wall area requirements of paragraph (3) c) Building Materials, shall be permitted.

(3) Building Materials.

a) All Single Family Dwellings and other Improvements shall be constructed of recognized standard construction quality. New construction materials (except stone or brick) shall be used in constructing any Single Family Dwelling or Improvement situated on a Tract.

b) The exterior walls of all one-story Single Family Dwellings and the lower story and entire (both first and second stories) front of all two-story Single Family Dwellings shall be composed of at least 80% masonry or masonry veneer. In addition, the exterior walls of all two-story Single Family Dwellings shall be composed of masonry or masonry veneer for 80% or more of the total exterior wall area. The minimum masonry percentage for Single Family Dwellings shall apply to the aggregate area of all exterior walls but be exclusive of door, window and similar openings ("total exterior wall area"). "Masonry" or "masonry veneer" means stone, brick, stucco, or fiber cement siding;

provided at least 50% of the total exterior wall area shall be stone or brick. Logs which were hewn prior to 1900 shall be considered masonry for purposes of satisfying the minimum requirements of masonry or masonry veneer.

c) All structural Improvements, other than Single Family Dwellings, shall have exterior walls, exclusive of doors and windows, constructed entirely of masonry, masonry veneer or wood.

The amendment herein shall be effective from and after the date that it is duly filed in the Official Public Records of Gillespie County, Texas.

The amendment herein shall be a burden running with the land and be enforceable by and against the undersigned, its heirs, successors and assigns, and all Owners of Tracts in the Cool Water Ranch Subdivision.

In all other respects, the provisions of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COOL WATER RANCH shall continue in full force and effect as written without change.

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2008.

**Signature Pages Follow**