



AFTER RECORDING RETURN TO:

Robert D. Burton
Winstead, PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com

**AMENDMENT TO THE AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

YORKSHIRE SUBDIVISION

Declarant: MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company

Cross reference to Amended Declaration of Covenants, Conditions and Restrictions for Yorkshire Subdivision recorded as Document No. 20080019282, Official Public Records of Bexar County, Texas.

AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR YORKSHIRE SUBDIVISION

This Amendment to Amended Declaration of Covenants, Conditions and Restrictions for Yorkshire Subdivision (this "Amendment") is made by MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company ("Meritage"), and is as follows:

RECITALS:

A. NAL Developments, Ltd., a Texas limited partnership, previously executed and recorded that certain Amended Declaration of Covenants, Conditions and Restrictions for Yorkshire Subdivision, recorded as Document No. 20080019282, Official Public Records of Bexar County, Texas (the "Declaration").

B. Pursuant to the terms and provisions of that certain Assignment and Assumption of Declarant's Rights Yorkshire Subdivision, recorded as Document No. 20110213952 in the Official Public Records of Bexar County, Texas, Meritage presently holds all rights of the "Declarant" under the Declaration.

C. Pursuant to *Section 7.5* of the Declaration, the Declaration may be amended or modified upon the express written consent of at least sixty-six and two-thirds (66 2/3%) of the outstanding votes held by Members at a meeting at which a quorum is present.

D. The President of the Yorkshire Homeowners Association, Inc., a Texas non-profit corporation, executes this Amendment to attest to the fact that this Amendment was approved by at least sixty-six and two-thirds (66 2/3%) of the outstanding votes held by Members at a meeting at which a quorum is present.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. **Amendment of Section 3.2.** *Section 3.2* of the Declaration is hereby deleted in its entirety and replaced with the following:

3.2 **Voting Rights.** The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be each Owner of a Lot. Class A members shall be entitled to one (1) vote for each Lot. When two (2) or more persons or entities hold title to a Lot, all such persons or entities shall be Class A members and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to Lot.

Class B. The Class B member shall be the Declarant. In addition to the votes to which Declarant is entitled by being a Class A Member, for every one (1) vote

outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until Declarant no longer owns a Lot.

2. **Dwelling Size.** The second paragraph of *Section 6.1* of the Declaration entitled "Dwelling Size" is hereby deleted in its entirety and replaced with the following:

Dwelling Size. The main residence building of each residence constructed on a Lot shall contain the minimum, contiguous square feet of living space as determined and approved in advance by the Committee, such square feet being exclusive of open or screened porches, terraces, patios, driveways, garages and living quarters for domestic servant separated or detached from the primary living area.

3. **Masonry.** The paragraph of *Section 6.1* of the Declaration entitled "Masonry" is hereby deleted in its entirety and replaced with the following:

Masonry. For all purposes of these Restrictions, masonry includes stucco, brick, stone, rock, masonry veneer, cementitious siding or hardi-plank siding, and all materials found by the Committee to be commonly referred to masonry in the South Texas, building industry. All structures within the Subdivision shall be constructed of twenty-five percent (25%) masonry. Window and door openings shall be included as masonry in order to perpetuate visual harmony and continuity within the project. All brick, rock, stucco, cementitious siding or hardi-plank siding, and exterior colors are restricted to neutral and/or earth tone colors, subject to approval by the Committee and consistent with the decor of the Subdivision. All parts of the fireplace/chimney/flue must also be masonry material. Rockwork shall be limited to a uniform color range of white to cream, tan to gray, or gray to rust. Notwithstanding the requirements of this Section, and in addition to variance power granted to the Committee hereinafter, the Committee is empowered to waive one or more requirements of this Section.

4. **Roofing and Gutters.** The paragraph of *Section 6.1* of the Declaration entitled "Roofing and Gutters" is hereby deleted in its entirety and replaced with the following:

Roofing and Gutters. Roofing shall be a minimum of twenty (20) year, heavy composition materials, within the color range as approved by the Committee and consistent with the decor of the Subdivision. All roofs shall have a traditional style and any unstandard pitch must be approved by the Committee.

5. **Fence.** The paragraph of *Section 6.1* of the Declaration entitled "Fence" is hereby deleted in its entirety and replaced with the following:

Fence. No fence, wall or hedge shall be built or maintained forward of the front wall line of the main structure (not including decorative walls or fences which

are part of the architectural design of the main structure, and which are not to be built or maintained nearer than the building setback line of any Lot), unless otherwise approved in writing by the Committee. Fences on the sides and rear of each Lot must be constructed of six foot (6') high, one inch by six inch (1" x 6") vertical cedar plank or spruce wood, without gaps between the planks and with the tops either level or notched "dog-ear" style. Cedar or spruce fences will not be stained. All lots must be fenced within thirty days of closing. The Architectural Control Committee is empowered to waive the aforesaid requirements for fences and retaining walls and decorative walls. The Owner shall maintain the fencing required herein, and shall repair or replace any portion of fencing which is broken or tilted. In the event the Owner fails to maintain the fencing as required, Declarant and/or the Association may enter upon the Lot for such purpose and at the expense of the Owner. The Owner or occupant, as the case may be, agrees by the purchase or occupation of the Lot, to pay such statement immediately upon receipt thereof.

5. **Driveways and Front Yards.** The paragraph of *Section 6.1* of the Declaration entitled "Driveways and Front Yards" is hereby deleted in its entirety and replaced with the following:

Driveways and Front Yards. Each driveway must accommodate two vehicles in front of the two-car garage for off-street park requirements. Driveways on all Lots must be constructed of concrete, with brushed finish with neutral colors. The driveway turnout shall be constructed in such manner as to provide an attractive transitional radius from the curb and gutter into the driveway entrance and shall prevent escape of drainage water from the street onto any Lots. Driveways and sidewalks must be shown on the site plan submitted for approval by the Committee.

Each residence will be landscaped in front with grass, trees and shrubs. The rear of the residences shall also be landscaped.

6. **Radio or TV Antenna, Satellite Dishes and Solar Collectors.** The paragraph of *Section 6.1* of the Declaration entitled "Radio or TV Antenna, Satellite Dishes and Solar Collectors" is hereby deleted in its entirety and replaced with the following:

Radio or TV Antenna, Satellite Dishes. Any antenna or other device for the transmission or reception of radio or television signals or any other form of electromagnetic radiation shall be erected, used, and maintained in accordance with the written guidelines for such installation as established by the Architectural Control Committee, which shall not be in conflict of any provision of the Federal Telecommunications Act of 1996.

7. **Amendment.** *Section 7.5(a)* of the Declaration is hereby deleted in its entirety and replaced with the following:

(a) This Declaration may be amended or modified by: (i) the Declarant, acting alone; or (ii) upon the express written consent of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding votes (determined pursuant to *Section 3.2* hereof) held by Members at a meeting at which a quorum is present. If the proposed amendment involves a modification of any of the Association's agreements, covenants or restrictions pertaining to the use, maintenance, operation, maintenance and/or supervision of any Areas of Common Responsibilities, the approval of the City must also be obtained for such amendment. Any and all amendments if any, shall be recorded in the office of the County Clerk of the County.

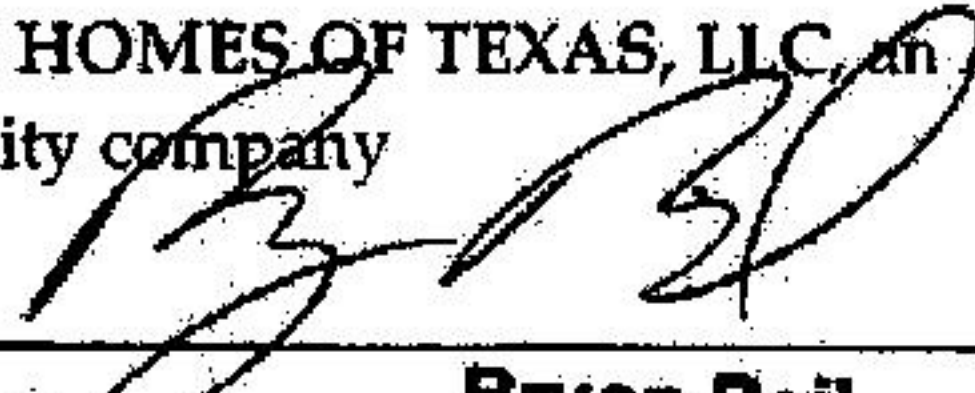
8. **Effect of Amendment.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written.

[SIGNATURE PAGE FOLLOWS]

Executed to be effective on the date this instrument is recorded in the Official Public Records of Bexar County, Texas.

DECLARANT:

MERITAGE HOMES OF TEXAS, LLC, an Arizona limited liability company


By: 
Printed Name: **Bryan Beil**
Title: **VP of Finance**

THE STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me on this 3 day of May, 2012, by Bryan Beil, VP of Finance of Meritage Homes of Texas, LLC, an Arizona limited liability company, on behalf of said limited liability company.

(seal)




Notary Public, State of Texas

EXECUTED AND ACKNOWLEDGED BY THE
PRESIDENT OF THE ASSOCIATION
IN ACCORDANCE WITH RECITAL D:

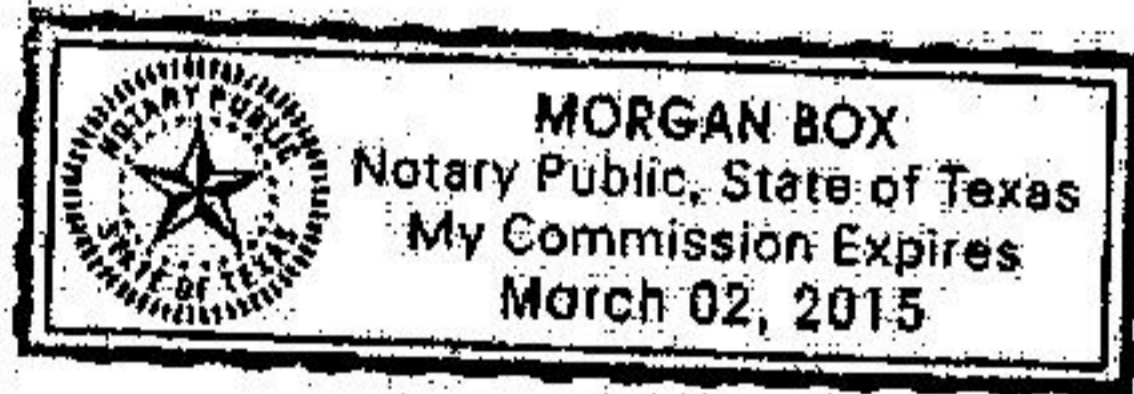
YORKSHIRE HOMEOWNERS ASSOCIATION, INC.,
a Texas non-profit corporation

By: [Signature]
Printed Name: Jeremy Flack
Title: President

THE STATE OF TEXAS §
COUNTY OF Brewer §

This instrument was acknowledged before me on this 3rd day of May, 2012, by Jeremy Flack, ~~Secretary of the Yorkshire~~ President of the Yorkshire Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.

(seal) Morgan Box
Notary Public, State of Texas



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