

SANDY OAK HILLS SUBDIVISION  
RESTRICTIVE COVENANTS AMENDMENT

THE STATE OF TEXAS            §  
  §        KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF GUADALUPE       §

THAT we, the current lot owners of the Sandy Oak Hills Subdivision, a 217.35 Acre Tract in the H. & T.C. R.R. Survey #11, Abstract 176, Subdivision Plat Volume 5, Pages 22-A, 22-B, 23-A of the Plat and Deed Records of Guadalupe County Texas, amend the Restrictive Covenants filed for record in Volume 772 Pages 236-238 of the Deed Records for Guadalupe County, pursuant to and in accordance with such terms for amendment set out on Page 237 Volume 772. This Amendment ratifies all current Restrictive Covenants of record, except as modified below and adds the following paragraphs pertaining to a Road Maintenance Agreement, Alternative Dispute Resolution, Amendments to Restrictive Covenants.

15. Road Maintenance Agreement. For the mutual benefit of all current and future lot owners, each undersigned owner agrees to be responsible for and to pay his, her or their share of the expense of maintaining the Sandy Oak Hills Subdivision Private Road (hereinafter "Road") in its present width, location, character, and in a condition suitable for vehicular travel. Such present width, location, character and condition shall include repairs for future extensions of such Road and Asphalt Surfacing of such Road. However, owners shall not be responsible for the installation of such Road extensions, whether such Road extensions currently exist now or in the future. Each owner's share of the maintenance expense shall be based on a fraction, the numerator of which is the lineal feet of the owners' property abutting the Road, and the denominator of which is the total lineal feet of all the owners' property abutting the Road as measured on both sides of such Road. No maintenance work will be performed on the Roads without the prior consent of all owners, the consent of which shall not be unreasonably withheld. An owner shall not be obligated, required to pay or be responsible for any share of maintenance expenses incurred without obtaining all other owners' prior consent, the consent of which shall not be unreasonably withheld. The obligations, rights and responsibilities contained herein shall be covenants running with the land, and are binding upon and inure to the benefit of the parties herein, their heirs, personal representatives, successors and assigns.

16. Alternative Dispute Resolution. The Developer and/or all Property Owners shall submit in good faith to mediation before filing any suit for any matter relating to these Restrictive Covenants. Following Mediation, the Developer and/or all Property Owners, shall enter into binding arbitration for all unresolved issues. Absent an agreement to use other rules, the arbitration will be controlled by the American Arbitration Association's Commercial Arbitration Rules. The Texas State District Judge with venue for this property shall resolve all matters pertaining to the parties and mediation/ arbitration.

17. Amendments to Restrictive Covenants. These Restrictions may be amended by the formal consent and approval of more than fifty percent (50%) of the lot owners on the basis of one vote allowed fore each lot. Any lots or tracts sold by the Developer which are smaller in size from the platted lots shall be afforded one vote. Any changes of these restrictions will be binding on all lots and lot owners and shall apply to any buildings or structures not started at the time of such amendment.

Executed, Adopted and Amended this 24<sup>th</sup> Day of June 1999, by more than fifty percent (50%) of the current lot owners.

William H. Thornton  
William H. Thornton

Carolyn A. Williamson Thorton  
Carolyn A. Williamson Thorton

William G. Seehausen  
William G. Seehausen

Argenta M. Seehausen  
Argenta M. Seehausen

George E. Billups, II  
George E. Billups, II

Lawrence O. Schwab  
Lawrence O. Schwab

Bernice V. Traeger  
Bernice V. Traeger

Bernice V. Traeger  
Bernice V. Traeger, Executor and Trustee  
for the Trustee of the Trust created in the  
Will of John A. Traeger

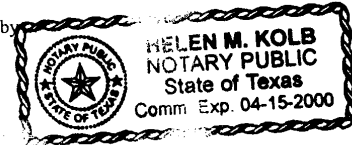
Carl Brown  
Carl Brown

Shirley Brown  
Shirley Brown

STATE OF TEXAS  
COUNTY OF GUADALUPE

This instrument was acknowledged before me on 6-24 1999, by  
WILLIAM SEEHAUSEN

Helen M. Kolb  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF GUADALUPE

This instrument was acknowledged before me on 6-24 1999, by  
ARGENTA SEEHAUSEN

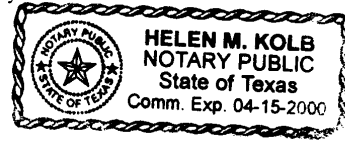
Helen M. Kolb  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF GUADALUPE

This instrument was acknowledged before me on 6/24 1999, by  
Carol W. Brown

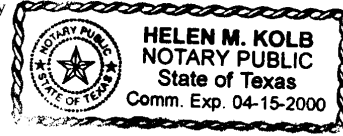
Helen M. Kolb  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF GUADALUPE

This instrument was acknowledged before me on 6/24 1999, by  
Shirley Brown

Helen M. Kolb  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF GUADALUPE

This instrument was acknowledged before me on 6/24 1999, by  
William H. K...

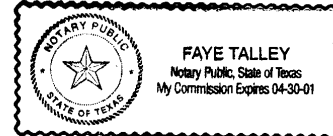
Helen M. Kolb  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF GUADALUPE

This instrument was acknowledged before me on June 25 1999, by  
George E. Billups II

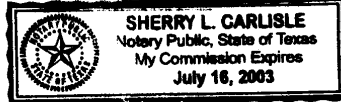
Faye Talley  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF GUADALUPE

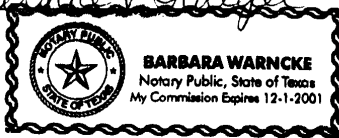
This instrument was acknowledged before me on 6/25 1999, by  
Carolyn Thornton

Sherry L. Carlisle  
Notary Public, State of Texas



STATE OF TEXAS  
COUNTY OF GUADALUPE

This instrument was acknowledged before me on June 25 1999, by  
Bonnie V. Haeger

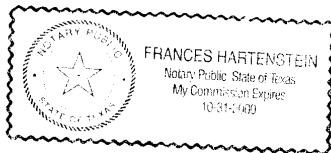


Barbara Warncke  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF GUADALUPE

This instrument was acknowledged before me on 8/2 1999, by  
Lawrence D Schwab

Frances Hartenstein  
Notary Public, State of Texas



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STATE OF TEXAS  
COUNTY OF GUADALUPE

This instrument was acknowledged before me on \_\_\_\_\_ 1999, by  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF GUADALUPE

This instrument was acknowledged before me on \_\_\_\_\_ 1999, by  
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Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF GUADALUPE

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Notary Public, State of Texas

STATE OF TEXAS  
COUNTY OF GUADALUPE

This instrument was acknowledged before me on \_\_\_\_\_ 1999, by  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

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LIZZIE M. LORENZ  
COUNTY CLERK GUADALUPE CTY.

*Lizzie M. Lorenz*

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THE STATE OF TEXAS  
COUNTY OF GUADALUPE

I hereby certify that this instrument was  
FILED on the date and at the time stamped  
hereon by me and was duly recorded in the  
Official Public Records of Guadalupe County,  
Texas.



*Lizzie M. Lorenz*  
County Clerk,  
Guadalupe County Texas