

**AFTER RECORDING RETURN TO:**

Robert D. Burton, Esq.  
Winstead PC  
401 Congress Ave., Suite 2100  
Austin, Texas 78701



**SONTERRA WEST**

**FIRST AMENDMENT AND SUPPLEMENT TO  
SONTERRA WEST MASTER COVENANT**

**Declarant:** SONWEST CO., a Texas corporation

Cross-reference to Sonterra West Master Covenant, recorded as Document No. 2013035848, Official Public Records of Williamson County, Texas, as amended from time to time.

**SONTERRA WEST**

**FIRST AMENDMENT AND SUPPLEMENT TO SONTERRA WEST MASTER COVENANT**

This First Amendment and Supplement to Sonterra West Master Covenant (this "Amendment") is made by SONWEST CO., a Texas corporation ("Declarant") as follows:

**RECITALS**

A. Declarant previously executed and recorded that certain Sonterra West Master Covenant, recorded as Document No. 2013035848, Official Public Records of Williamson County, Texas, as amended from time to time (collectively the "Covenant").

B. Pursuant to *Section 10.03* of the Covenant, the Covenant may be amended by Declarant acting alone.

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

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

1. **Maximum Number of Lots.** *Article I* of the Covenant is hereby supplemented as follows:

**"Maximum Number of Lots"** means the maximum number of Lots that may be created and made subject to the terms and provisions of this Covenant. The Maximum Number of Lots for the purpose of this Covenant is Six Thousand Five Hundred (6,500). Until expiration or termination of the Development Period, Declarant may unilaterally increase or decrease the Maximum Number of Lots by Recorded written instrument.

2. **Governance.** *Section 3.04* of the Covenant is hereby deleted in its entirety and replaced with the following:

**3.04 Governance.** The Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. Notwithstanding the foregoing provision or any provision in the Documents to the contrary, until one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots have been made subject to the terms and provisions of this Covenant and have been conveyed to Owners other

than the Declarant or a Homebuilder, Declarant will appoint and remove all members of the Board and officers of the Association. Within one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots have been made subject to the terms and provisions of this Covenant and have been conveyed to Owners other than the Declarant or a Homebuilder, the Board will call a meeting of Members of the Association for the purpose of electing one-third of the Board (the "Initial Member Election Meeting"), which Board member(s) must be elected by Owners other than the Declarant. Declarant may appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period. The individuals elected to the Board at the Initial Member Election Meeting shall be elected for a one (1) year term and shall serve until his or her successor is elected or he or she is replaced in accordance with the Bylaws.

3. **Voting Rights.** The last sentence of the first paragraph of *Section 3.05(a)* of the Covenant is hereby deleted in its entirety and replaced with the following:

**Notwithstanding the foregoing or any provision to the contrary in this Covenant, as provided in *Section 3.05(b)* below, until one hundred and twenty (120) days after seventy-five percent (75%) of the Maximum Number of Lots have been made subject to the terms and provisions of this Covenant, Declarant will have the sole right to appoint and remove all members of the Board.**

4. **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.

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

**[SIGNATURE PAGE TO FOLLOW]**

**DECLARANT:**

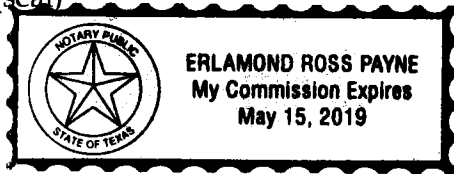
**SONWEST CO., a Texas corporation**

By: *Andrew Bilger*  
Name: Andrew Bilger  
Title: VP

STATE OF TEXAS §  
COUNTY OF Williamson §

This instrument was acknowledged before me on the 18 day of April 2017, by Andrew Bilger, VP of SONWEST CO., a Texas corporation, on behalf of said corporation.

(seal)



*Erlamond Ross Payne*  
Notary Public, State of Texas

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2017035333**

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04/24/2017    08:56 AM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas