



AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.  
WINSTEAD, PC  
401 CONGRESS AVE., SUITE 2100  
AUSTIN, TEXAS 78701  
EMAIL: [RBURTON@WINSTEAD.COM](mailto:RBURTON@WINSTEAD.COM)

**THIRD AMENDMENT TO**  
**CIBOLO CANYONS RESORT**  
**MASTER COVENANT**

**Declarant: FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation**

Cross reference to Cibolo Canyons Resort Master Covenant, recorded as Document No. 20050216763 in the Official Public Records of Bexar County, Texas, as amended by that certain First Amendment to Cibolo Canyons Resort Master Covenant, recorded as Document No. 20060161466 in the Official Public Records of Bexar County, Texas, as amended by that certain Second Amendment to Cibolo Canyons Resort Master Covenant, recorded as Document No. 20130098036 in the Official Public Records of Bexar County, Texas.

## **THIRD AMENDMENT TO** **CIBOLO CANYONS RESORT MASTER COVENANT**

This Third Amendment to Cibolo Canyons Resort Master Covenant (the “**Amendment**”) is made by **FORESTAR (USA) REAL ESTATE GROUP, INC.**, a Delaware corporation (“**Declarant**”), and is as follows:

### **RECITALS:**

A. Lumbermen’s Investment Corporation, a Delaware corporation (“**LIC**”), previously executed and recorded that certain Cibolo Canyons Resort Master Covenant, recorded as Document No. 20050216763, in the Official Public Records of Bexar County, Texas, as amended by that certain First Amendment to Cibolo Canyons Resort Master Covenant, recorded as Document No. 20060161466 in the Official Public Records of Bexar County, Texas, as amended by that certain Second Amendment to Cibolo Canyons Resort Master Covenant, recorded as Document No. 20130098036 in the Official Public Records of Bexar County, Texas (the “**Master Covenant**”).

B. Declarant is the successor in interest to LIC and, as such is the “Declarant” pursuant to the Master Covenant.

C. Pursuant to *Section 8.03* of the Master Covenant, the Master Covenant may be amended by the Declarant, acting alone, by recording in the Official Public Records of Bexar County, Texas, an instrument setting forth the amendment executed and acknowledged by Declarant.

D. Declarant now desires to amend the Master Covenant as set forth hereinbelow,.

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

1. **Provision of Benefits and Services to Service Areas.** *Section 2.04* of the Master Covenant is hereby deleted in its entirety and the following is substituted in its place:

**2.04 Provision of Benefits and Services to Service Areas.**

(a) Declarant, in a notice of applicability filed pursuant to *Section 10.05* or in any written notice recorded in the Official Public Records of Bexar County, Texas, may assign Lots and/or Condominium Units to one or more Service Areas (by name or other identifying designation) as it deems appropriate, which Service Areas may be then existing or newly created, and may require that the Association provide benefits or services to such Lots and/or Condominium Units in addition to those which the Association generally provides to the Development. Declarant, unilaterally during the Development

Period, or a majority of the Board (with the advance written consent of Declarant during the Development Period), may unilaterally amend any notice of applicability or any written notice recorded in the Official Public Records of Bexar County, Texas, to modify any Service Area boundaries, re-designate any Service Area and/or the services and benefits provided thereto. All costs associated with the provision of services or benefits to a Service Area shall be assessed against the Lots and/or Condominium Units within the Service Area as a Service Area Assessment.

(b) In addition to Service Areas which Declarant may designate, any group of Owners may petition the Board to designate their Lots and/or Condominium Units as a Service Area for the purpose of receiving from the Association: (i) special benefits or services which are not provided to all Lots and/or Condominium Units; or (ii) a higher level of service than the Association otherwise provides. Upon receipt of a petition signed by Owners of a majority of the Lots and/or Condominium Units within the proposed Service Area, the Board shall investigate the terms upon which the requested benefits or services might be provided and notify the Owners in the proposed Service Area of such terms and associated expenses, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Lot and/or Condominium Units among all Service Areas receiving essentially the same service). Notwithstanding the foregoing, the Declarant shall have the right to withhold its consent for any petition to designate Lots and/or Condominium Units as a Service Area in Declarant's sole and absolute discretion. If approved by the Board, the Declarant during the Development Period, and the Owners of at least sixty-seven percent (67%) of the total number of votes held by all Lots and/or Condominium Units within the proposed Service Area, the Association shall provide the requested benefits or services on the terms set forth in the proposal or in a manner otherwise acceptable to the Board. The cost and administrative charges associated with such benefits or services shall be assessed against the Lots and/or Condominium Units within such Service Area as a Service Area Assessment.

**2     Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Master 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 in the Official Public Records of Bexar County, Texas.

**DECLARANT:**

**FORESTAR (USA) REAL ESTATE GROUP INC.,**  
a Delaware corporation

By: BS  
Printed Name: Brad Stein  
Title: VP

STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27<sup>th</sup> day of Feb., 2017, by Brad Stein, Vice President of Forestar (USA) Real Estate Group, Inc., a Delaware corporation, on behalf of said corporation.



Theresa Risen-Hoover  
Notary Public, State of Texas

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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.  
02/27/2017 4:02PM  
COUNTY CLERK, BEXAR COUNTY TEXAS



*Gerard C. Rickhoff*