

3rd AMENDMENT

**TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS
ON AND FOR
SANDY COVE RANCH ON RICHLAND CHAMBERS LAKE**

STATE OF TEXAS

COUNTY OF NAVARRO

THIS 3rd AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS ON AND FOR SANDY COVE RANCH ON RICHLAND CHAMBERS LAKE (“3rd Amendment”) is made and effective as of the 8th day of December 2020, by a two-thirds majority affirmative vote of the members of the Sandy Cove Ranch Property Owners Association. The legal name for the Sandy Cove Ranch Property Owners Association (POA) is the Sandy Cove Ranch Community Association, Inc, a non-profit Texas Corporation.

WHEREAS, Declarant was the owner and developer of certain real property to be hereinafter commonly known as and described as Sandy Cove Ranch on Richland Chambers Lake (“Sandy Cove”), which is a planned residential development consisting of an approximately 94.71 - acre tract of land, located in Navarro County, Texas; and

WHEREAS, Declarant entered into the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens, made and effective June 27, 2007, recorded on June 28, 2007, Document Number 00006276, Navarro County Clerk's Office, Navarro County, Texas (“**Declaration**”); and

WHEREAS, Declarant Control Period, as defined in the Declaration, shall mean and refer to that period of time during which Declarant controls the operation and management of the Association, commencing on the date of the filing of the Declaration in the Records and continuing thereafter until five (5) years from the date this Declaration is recorded in the Records. The Declarant Control Period expired on June 28, 2012; and

WHEREAS, Development Period, as defined in the Declaration, shall mean and refer to a ten (10) year period, commencing on the date the Declaration is recorded in the Records and continuing until, and ending on, the tenth (10th) anniversary thereof. The Development Period is a period of time during which Declarant may exercise development and special Declarant rights. The Development Period expired on June 28, 2017; and

WHEREAS, Declarant amended said Declaration of Covenants, Conditions, Easements, Charges and Liens for Sandy Cove Ranch on Richland Chambers Lake, made and effective September 1, 2010, recorded on September 13, 2010, Document Number 00006444, Navarro County Clerk's Office, Navarro Comity, Texas (**“Amendment to Declaration”**); and

WHEREAS, Declarant amended said Declaration of Covenants, Conditions, Easements, Charges and Liens for Sandy Cove Ranch on Richland Chambers Lake, made and effective January 1, 2017, recorded on August 5, 2016, Document Number 00006444, Navarro County Clerk's Office, Navarro Comity, Texas (**“2nd Amendment to Declaration”**); and

WHEREAS, the POA desires to amend said Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens again.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the adequacy and sufficiency of which are hereby acknowledged, the POA hereby amends the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens as follows:

- 1) The first sentence of Article 5.3 BASIS AND AMOUNT OF ANNUAL ASSESSMENTS, Paragraph (c) to be amended

From:

“(c) Notwithstanding anything herein to the contrary, Declarant shall not be liable for Annual Assessments for any Lots owned by it to the extent it is actively marketing such Lot(s) for sale (except to the extent it owns and/or is selling a Lot which has been improved for Declarant's (personal) Residential Use).”

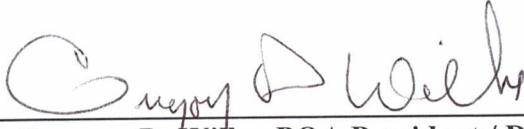
To:

“(c) During the Development Period, Declarant shall not be liable for Annual Assessments for any Lots owned by it to the extent it is actively marketing such Lot(s) for sale (except to the extent it owns and/or is selling a Lot which has been improved for Declarant’s (personal) Residential Use). Notwithstanding anything herein to the contrary, after the Development Period ends all Lots shall be assessed equally without exception.”

- 2) Except as herein amended, the Declaration of Covenants, Conditions, Restrictions, Easements, Charges and Liens shall remain in full force and effect as originally written.

IN WITNESS WHEREOF, the authorized representative of the POA has executed this Amendment to be effective as of the date set forth above.

SANDY COVE RANCH COMMUNITY ASSOCIATION PROPERTY OWNERS ASSOCIATION (POA):



BY: Gregory D. Wilke, POA President / Director

THE STATE OF TEXAS

COUNTY OF NAVARRO

This instrument was acknowledged before me on this 26th day of **January, 2021**, by Gregory D. Wilke, as authorized representative of the Board of Directors for the Sandy Cove Ranch Property Owners Association.



NOTARY PUBLIC,
STATE OF TEXAS

After Recording, Return To:

Sandy Cove Ranch Community Association, Inc.
(Sandy Cove Ranch Property Owners Association)
15012 Sandy Cove Ct
Streetman, Texas 75859

