

Sedona Lubbock LLC ✓
Correntes Agency



**SECOND SUPPLEMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS SEDONA ADDITION**

THIS SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS SEDONA ADDITION (this "First Supplement") is made and entered into by ESCONDIDO LUBBOCK, LLC, a Texas limited liability company (the "Declarant" or "Developer").

RECITALS:

A. Declarant executed and recorded that certain Declaration of Covenants, Conditions and Restrictions Sedona Addition, recorded as Document No. 2020040799, of the Official Public Records of Lubbock County, Texas (as amended and supplemented, the "Declaration"), which affects that certain real property described therein (the "Original Property").

B. Pursuant to the terms of the Declaration, Declarant desires to supplement and amend the terms of the Declaration by adding additional property owned by Declarant to be covered by the terms and conditions of the Declaration and amend certain other terms of the Declaration.

SUPPLEMENT:

NOW, THEREFORE, Declarant pursuant to its authority contained in the Declaration, hereby supplements and amends the Declaration as follows:

1. Defined Terms. All terms used herein and not defined herein shall have the same definition herein as in the Declaration.

2. Additional Property. Declarant is the owner of all of that certain real property located in Lubbock County, Texas, described as follows (the "Additional Property"):

All of Lots 34-64 and Tracts "I" thru "K", Sedona Addition, an Addition to the City of Lubbock, Lubbock County, Texas, being more fully described on a plat filed on or about the 16th day of August, 2022 as Instrument No. 2022039325 in the Official Public Records of Lubbock County, Texas, to which reference is hereby made for all purposes.

It is hereby declared that all of the Additional Property shall be held, sold and conveyed, subject to the easements, restrictions, covenants and conditions contained in the Declaration, as amended hereby, which are for the purpose of protecting the value and desirability of, and which shall run with the above described real property, and shall be binding on all parties having any right, title or interest in or to the above described properties or any part thereof, their heirs, successors, and assigns, and which easements, restrictions,

covenants, and conditions shall inure to the benefit of each owner thereof. All references to the term "lots" shall include Lots 34 through 64 at Sedona. The term "Common Area" shall include Tracts I thru K at Sedona.

3. Size Restrictions. Notwithstanding anything to the contrary contained in the Declaration, Houses constructed on lots 34 thru 49 shall contain at least 2,700 square feet of floor space and houses constructed on lots 50 thru 64 shall contain at least 2,500 square feet of floor space, all such lots exclusive of garage, open or screened porch, storage rooms, basement and other space not equipped with heating and cooling.

4. Membership in Association. Pursuant to the Declaration, as supplemented by this Second Supplement, every owner of each lot included in the Additional Property is a member of the Association. Membership is appurtenant to and may not be separated from ownership of a lot or tract. Each member shall be entitled to one (1) vote in the Association for each lot or tract owner. When more than one person or entity holds an interest in any lot or tract, all such persons and entities shall be considered as one member. The vote for such lot or tract shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. The Additional Property shall be subject to payment of assessments pursuant to the terms of the Declaration.

5. Enforcement. Declarant may enforce performance of all covenants and conditions contained in the Declaration on the Additional Property, and to demand and receive any and all documents covenanted to be given in the Declaration in the same manner and with the same effect as if the Additional Property had originally been included in the Declaration.

6. Choice of Law. This Assignment will be governed by, construed, and interpreted in accordance with the substantive laws of the State of Texas.

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SIGNATURE PAGE FOLLOWS

EXECUTED AND EFFECTIVE this 16 day of August, 2022.

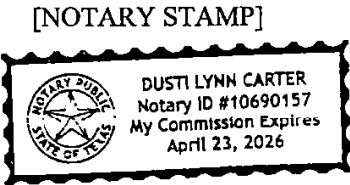
SEDONA LUBBOCK, LLC, a Texas limited liability company

By: [Signature]
Name: Justin M. III
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

On this 16th day of August, 2022, before me, a Notary Public in and for said state, personally appeared Justin M. III in his capacity as Manager of Sedona Lubbock, LLC, a Texas limited liability, on behalf of said limited liability company.

[Signature: Dusti Lynn Carter]
Notary Public, State of Texas



After Recording, Return to:

Sedona Lubbock, LLC
8213 Alcove Ave
Lubbock, Texas 79424

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



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[Signature: Kelly Pinion]

Kelly Pinion, County Clerk
Lubbock County, TEXAS
08/18/2022 04:17 PM
FEE: \$34.00
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