

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS OF THE ALEDO RIVER PHASE I
SUBDIVISION**

STATE OF TEXAS §
 §
COUNTY OF PARKER §

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF THE ALEDO RIVER PHASE I SUBDIVISION (this “**Amendment**”) is made to be effective as of the Effective Date (as hereafter defined). If not defined herein, capitalized terms have the meaning as defined in the Declaration (as hereafter defined).

RECITALS

WHEREAS, the “Declaration Of Covenants, Conditions, Restrictions And Easements Of the Aledo River Phase I Subdivision” was recorded in the Official Public Records of Parker County, Texas on May 16, 2022 as Document Number 202218790 (the “**Declaration**”); and

WHEREAS, the Declaration governs the property described therein (the “**Subdivision**”) and the Aledo River Phase I Homeowners’ Association, Inc. (the “**Association**”); and

WHEREAS, Aledo River Estates, LLC, a Texas limited liability company, (“**Declarant**”) is the Declarant of the Declaration pursuant to that certain Assignment of Declarant’s Rights recorded in the Official Public Records of Parker County, Texas on April 21, 2025 as Document Number 202510300; and

WHEREAS, Section 12.6 of the Declaration provides that the Declaration may be amended by the Declarant during the Development Period without the necessity of joinder by any other Owner of a Lot; and

WHEREAS, the Development Period has not terminated because five (5) years have not elapsed since Declarant, as defined the Declaration, no longer owned a Lot in the Subdivision and neither Declarant nor its predecessor has recorded a document in the Official Public Records of Parker County, Texas specifying that the Development Period has terminated; and

WHEREAS, Section 12.6 of the Declaration additionally provides that the Declarant has the right to amend the Declaration in connection with the annexation of land as provided in Article 13; and

WHEREAS, Section 13.1 of the Declaration provides: “Within ten (10) years from the date of this Declaration, Declarant may, from time to time at its sole option without the consent or joinder of any other party, add or annex additional land to the scheme of this Declaration or

disannex land from the scheme of this Declaration. An annexation of additional land will be effective when Declarant files in the Real Property Records an amendment to this Declaration annexing the additional land and specifically making that additional land subject to the Declaration (with any changes to the Declaration specifically relating to all or portions of the additional land as Declarant may elect);” and

WHEREAS, Section 13.3 of the Declaration provides: “Any annexations of additional land will automatically extend the jurisdiction, functions, duties and membership of the Association to the additional land and correspondingly subject the additional land to the Restrictions;” and

NOW, THEREFORE, Declarant hereby adds and annexes the land containing approximately 34.052 acres, more or less, described in Exhibit “1” attached hereto (the “**Additional Land**”) into the Subdivision and to the scheme of the Declaration and specifically makes the Additional Land subject to the Declaration, as altered by this Amendment, thereby extending the jurisdiction, functions, duties and membership of the Association to the Additional Land; and

NOW THEREFORE, Declarant additionally amends the Declaration specifically related to all of the Additional Land described herein and hereby adopts, establishes, and imposes upon the Additional Land, and declares that the Additional Land shall be held, transferred, sold, conveyed, mortgaged, occupied, and enjoyed, subject to the (i) Declaration, (ii) the following amendments to the Declaration that relate to the Additional Land only, and (iii) the other governing documents, with the remainder of the Subdivision being unaltered and continuing to be subject to the Declaration and the other governing documents:

I.

The below Sections of the Declaration are hereby deleted and superseded in their place with the following related to the Additional Land only:

10.8 Natural Screening. In order to maintain as much natural screening as possible, there shall be no clearing of living trees, branches, shrubs, bushes, underbrush, natural growth, etc. within the Preservation Easement on each Lot as show in Exhibit J, and no Owner shall be permitted to trim, prune, or remove any hedge, tree, or any other planting in said Preservation Easement without the prior express written consent of the Architectural Control Committee. Any approval of any trimming, pruning, or removing of any hedge, tree, or any other planting in the Preservation Easement shall only be as permitted as set forth in Section 9.12 herein. The damages to the Subdivision resulting from violation of this Section 10.8 are difficult, if not impossible to determine; accordingly, either the Association or a Member shall be entitled to injunctive relief to enjoin violation of this Section 10.8. If this Section 10.8 is violated, the Association or a Member shall be entitled to cause the violating Owner to remediate the damage to the Preservation Easement to the extent possible, regardless of the amount of expense related thereto, in order to restore the Preservation Easement to as nearly as is practical back to its condition prior to the violation, including but not limited to, the replacement of full sized tree(s) of similar type and of

the size to the extent possible and that are likely to survive.

10.13 **Residence Size; Lot Coverage.** The primary single-family Residence placed upon a Lot shall contain a minimum of 3,500 square feet and a maximum of 15,000 square feet of living space, inclusive of roof-covered porches and garages. Any Secondary Structure to be used as a temporary residence/pool cabana or guest quarters shall not be larger than 2,500 square feet. The Architectural Control Committee may approve larger square footage maximums for the primary single-family Residence and/or Secondary Structure placed upon a Lot on a case-by-case basis as determined by the Architectural Control Committee in its sole discretion. The portions of the surface of the Lot that may be covered by foundations, driveways, patios, and other hard surfaces must comply with the Design Guidelines and the determination of the Architectural Control Committee.

10.14 **Setbacks and Building Sites.** All Structures must be constructed, placed, and maintained in conformity with the Aledo River, Phase Two, Variable Setback Map as show in Exhibit K, Setbacks. Additionally, all Structures must be constructed, placed, and maintained in conformity with platted setback lines shown on the Plat and all Governmental Requirements. The location of all Structures must be approved by the Architectural Control Committee.

10.23 **Septic System.** All on-site sewage facilities (“**OSSF**”) and all work related thereto in the Subdivision shall be performed by individuals with the necessary licenses required by the Texas Commission on Environmental Quality, including but not limited to Texas Administrative Code Title 30, Part 1, Chapter 30 Subsection G and Chapter 285, and shall comply with all Governmental Requirements (the “**Septic Plan**”). The Septic Plan, including the location of all of the OSSF facilities, shall be submitted to and approved by the Architectural Control Committee before any onsite preparation, excavation, or installation begins. The related facilities must meet the requirements of the Design Guidelines.

10.24 **Water Wells.** All water well drilling and pump installation in the Subdivision shall be performed by individuals licensed with the Texas Department of Licensing and Regulation (“**TDLR**”), and all drilling, boring, coring, or constructing of a water well and/or installing or repairing of well pumps and equipment in the Subdivision, shall comply with all Governmental Requirements, including but not limited to any necessary permitting from or notice to the Upper Trinity Groundwater Conservation District. The plans for water wells, including the location of all of the water well facilities, shall be submitted to and approved by the Architectural Control Committee before any onsite preparation, excavation, or installation begins.

10.47 **Home Site Locations.** The approximate location of any Residence shall be submitted to and approved by the Architectural Control Committee before any onsite preparation, excavation, or installation begins.

Section 10.48 of the Declaration shall not apply to the Additional Land.

II.

The "Article 1 Definitions" portion of the Declaration defining "Common Property" is hereby deleted and superseded with the following as to the Land as defined in the Declaration and the Additional Land as defined herein:

Common Property: The entry monuments and video security cameras for the Subdivision located on Lots 1, 2, 15, and 19, in the "Monument Areas" as reflected on Exhibit "C" attached hereto and located on Lots 21, 22, 24, 25 and 26 in the "Monument Areas" and the Mailbox Easement as reflected on Exhibit "L" attached to the First Amendment To The Declaration Of Covenants, Conditions, Restrictions, And Easements Of The Aledo River Phase I Subdivision, or as otherwise constructed or placed on a Lot by the Declarant prior to the Lot being sold to an Owner, and for which the Association shall have an easement for the placement, maintenance, beautification, repair, and replacement of same. Common Property shall additionally mean other property designated by Declarant as intended for the common use and enjoyment of the Owners, together with all improvements now or subsequently located on those portions of the Land, and areas for which the Association is responsible to maintain.

III.

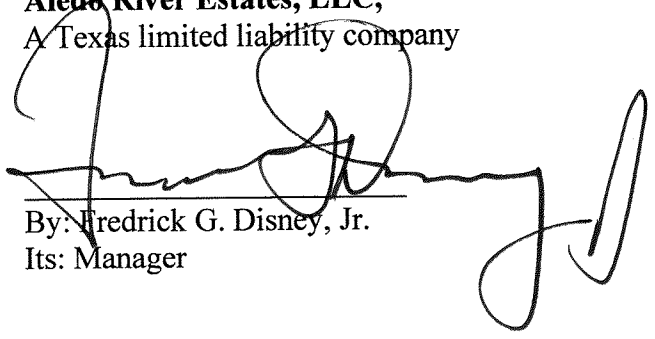
The Declarant, by the execution of this Amendment, binds the Association, the Members, and Subdivision, including the Additional Land, to this Amendment.

Except as specifically set forth herein, the Declaration is unchanged and shall remain in full force and effect and shall govern the Aledo River Subdivision Phases I and II and the Association. In the event of any conflict between the Declaration and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the Declarant has caused the foregoing to be executed to be effective as of the date of filing in the Official Public Records, Parker County, Texas ("**Effective Date**").

DECLARANT:

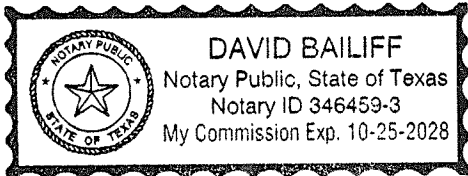
Aledo River Estates, LLC,
A Texas limited liability company

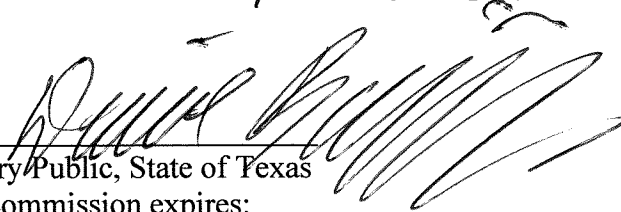
By: 
Its: Manager

STATE OF TEXAS)

COUNTY OF ~~PARKER~~ ^{TARRANT})

This instrument was acknowledged before me on May 28, 2025, by Fredrick G. Disney, Jr., Manager of Aledo River Estates, LLC, a Texas limited liability company, on behalf of Aledo River Estates, LLC.





Notary Public, State of Texas
My commission expires: _____

Return To:
Aledo River Estates LLC
1015 Champions Dr #1400
Aledo Tx 76008

**Exhibit 1 To The First Amendment To The Declaration To The Declaration of
Covenants, Conditions, Restrictions, And Easements Of The Aledo River Phase I
Subdivision**

BEING a 34.052 acre tract of land situated in the Thomas Rolston Survey, Abstract Number 923, said tract of land being described in deed to Aledo River Estates, LLC., as recorded in Document Number 202509865, Official Public Records, Parker County, Texas (O.P.R.P.C.T), and also being a tract of land described in deed to Aledo River Estates, LLC., as recorded in Document Number 202509864 (O.P.R.P.C.T), and being more particularly described by metes and bounds as follows: (Bearings referenced to U.S. State Plane Grid 1983 - Texas North Central Zone (4202) NAD83 as established using GPS Technology in conjunction with the AllTerra RTK Cooperative Network. All distances are at ground):

BEGINNING at a found 3-metal fence post for the northwest corner of said Aledo River Estates tract (202509865), same being the northeast corner of a tract of land described in deed to Konnie Rush, as recorded in Document Number 201306424 (O.P.R.P.C.T.), and also being on the south right-of-way line of Jenkins Road;

THENCE North 73°22'53"East, with the south right-of-way line of said Jenkins Road, a distance of 359.09 feet to a found 5/8-inch capped iron rod marked "BHB INC" (CIRF);

THENCE with the south right-of-way line of said Jenkins Road, the following courses and distances:

South 59°05'44" East, a distance of 6.77 feet to a CIRF;

along a curve to the left, having a central angle of 149°32'31", a radius of 60.00 feet, an arc distance of 156.60 feet, and a chord which bears South 88°43'51" East, a distance of 115.79 feet to a CIRF;

along a curve to the right, having a central angle of 50°14'44", a radius of 56.00 feet, an arc distance of 49.11 feet, and a chord which bears North 41°37'15"East, a distance of 47.55 feet to a set 5/8-inch capped iron rod marked "BHB INC" (CIRS);

South 85°23'48" East, a distance of 29.70 feet to a CIRS;

South 72°39'49" East, a distance of 55.84 feet to a CIRF;

South 60°11'14" East, a distance of 84.03 feet to a CIRF;

South 38°11'41" East, a distance of 90.40 feet to a CIRF;

South 34°21'48" East, a distance of 128.55 feet to a CIRF;

South 47°57'22" East, a distance of 81.44 feet to a CIRF;

South 53°14'48" East, a distance of 247.88 feet to a CIRF;

South 53°44'36" East, a distance of 262.64 feet to a CIRS;

South 53°27'35" East, a distance of 408.45 feet to a CIRF;

South 59°46'23" East, a distance of 59.96 feet to a CIRS for the northeast corner of aforementioned Aledo River Estates tract (202509865), same being on the west line of aforementioned Aledo River Estates tract (202509864);

THENCE North 14°45'07" East, departing the south right-of-way of said Jenkins Road, a distance of 31.13 feet to a point in the centerline of said Jenkins Road;

THENCE with the centerline of said Jenkins Road, the following courses and distances:

South 59°46'23" East, a distance of 110.93 feet to a point;

South 67°31'25" East, a distance of 133.05 feet to a point;

South 73°46'48" East, a distance of 106.72 feet to a point and being on the east line of aforementioned Aledo River Estates tract (202509864);

THENCE with the east line of said Aledo River Estates tract (202509864), the following courses and distances:

South 0°44'20" East, passing at a distance of 31.36 feet to a CIRS for reference and continuing for a total distance of 78.03 feet to a CIRS;

South 9°12'06" West, a distance of 87.58 feet to a CIRS;

South 70°18'41" West, a distance of 350.00 feet to a CIRS;

South 79°52'13" West, a distance of 52.38 feet to a CIRS;

THENCE South 79°52'13" West, over and across said Aledo River Estates tract (202509864), a distance of 26.33 feet to a CIRS and being on the common line between said Aledo River Estates tract (202509864) and aforementioned Aledo River Estates tract (202509865);

THENCE over and across said Aledo River Estates tract (202509865), the following course and distances:

South 79°52'13" West, a distance of 475.10 feet to a CIRS;

Along a curve to the right, having a central angle of 182°19'38", a radius of 60.00 feet, an arc distance of 190.93 feet, and a chord which bears South 78°47'52" West, a distance of 119.98 feet to a CIRS;

Along a curve to the left, having a central angle of 54°15'20", a radius of 10.00 feet, an arc distance of 9.47 feet, and a chord which bears North 37°09'59" West, a distance of 9.12 feet to a CIRS;

Along a curve to the right, having a central angle of 20°20'29", a radius of 1,840.00 feet, an arc distance of 653.21 feet, and a chord which bears North 54°07'27" West, a distance of 649.79 feet to a CIRS;

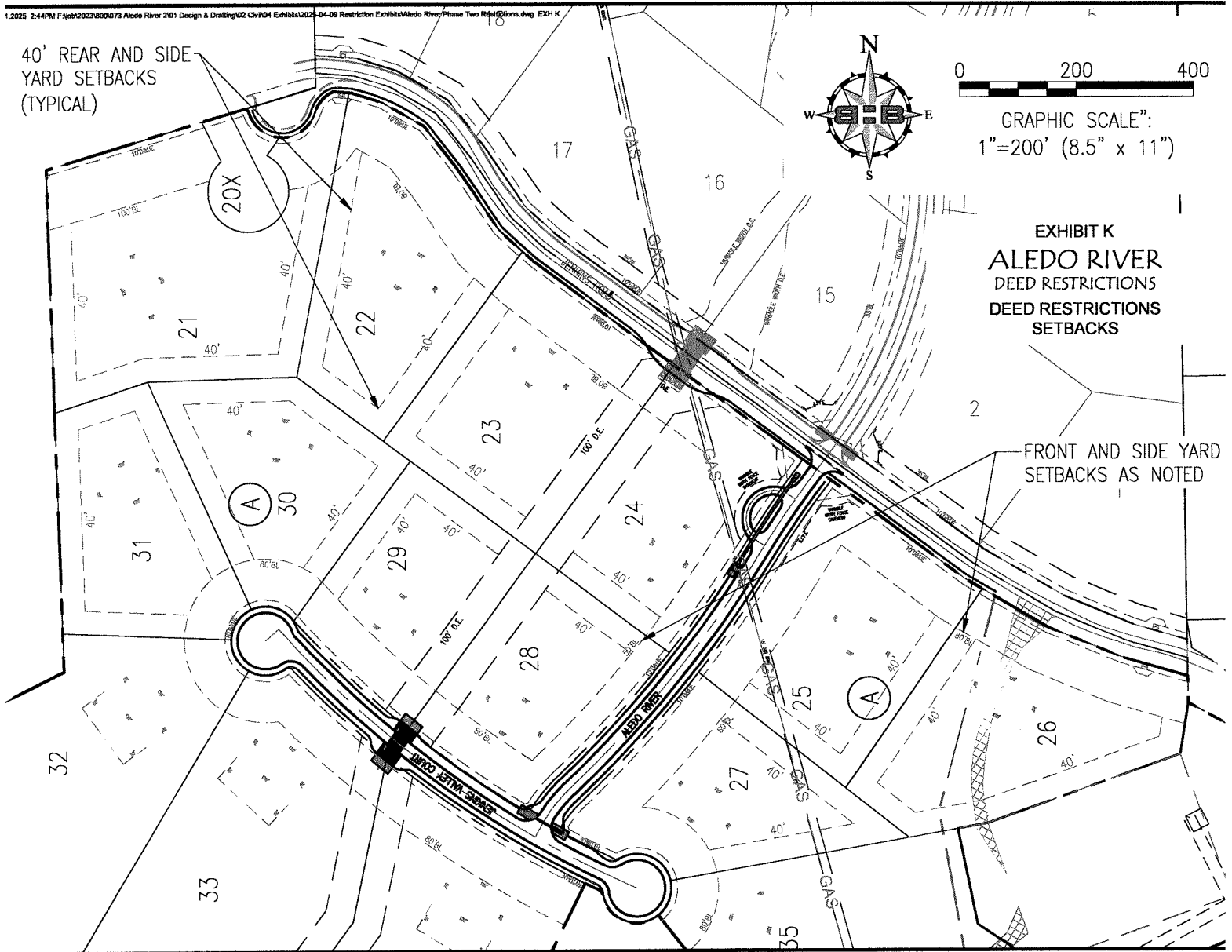
Along a curve to the left, having a central angle of 83°53'27", a radius of 10.00 feet, an arc distance of 14.64 feet, and a chord which bears North 85°48'07" West, a distance of 13.37 feet to a CIRS;

Along a curve to the right, having a central angle of 126°28'43", a radius of 60.00 feet, an arc distance of 132.45 feet, and a chord which bears North 60°54'40" West, a distance of 107.15 feet to a CIRS;

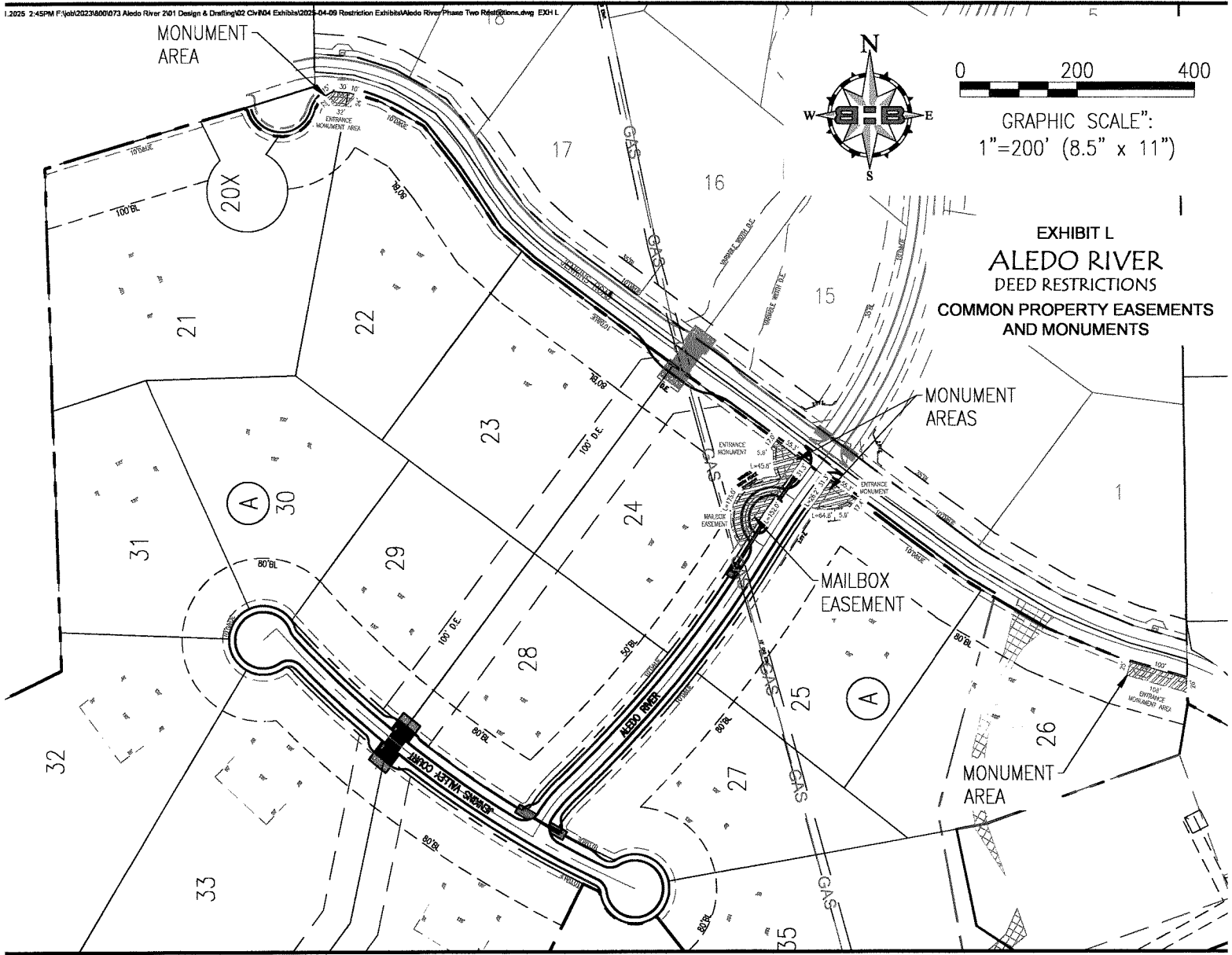
THENCE North 87°40'19" West, a distance of 290.74 feet to a CIRS and being on the common line of said Aledo River Estates tract (202509865) and aforementioned Rush tract;

THENCE North 01°55'21" West, with the common line between said Aledo River Estates tract (202509865) and said Rush tract, a distance of 794.35 feet to the **POINT OF BEGINNING** and containing 1,483,324 square feet or 34.052 acres of land, more or less.





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FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Lila Deakle

202514103

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Fee: \$65.00

Lila Deakle, County Clerk

Parker County, Texas

AMENDMENT