

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

STATE OF TEXAS           §  
  §  
COUNTY OF PARKER       §

**THIS THIRD 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, (i) 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, (ii) the “First Amendment to 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 29, 2025 as Document Number 202514103, and (iii) “Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for the Aledo River Phase I Subdivision” recorded as Document Number 202515303 of the Official Public Records of Parker County, Texas on June 10, 2025 (collectively, 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, the Declarant annexed 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 made the Additional Land subject to the Declaration, as altered by the First Amendment to the Declaration Of Covenants, Conditions, Restrictions And Easements Of the Aledo River Phase I Subdivision, 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 the real property governed by the Declaration, including the Subdivision and the Additional Land, and hereby adopts, establishes, and imposes upon the foregoing, and declares that it shall be held, transferred, sold, conveyed, mortgaged, occupied, and enjoyed, subject to the (i) Declaration, (ii) the following amendments to the Declaration, and (iii) the other governing documents:

I.

The below Sections of the Declaration are hereby added to and inserted into the Declaration:

9.13 **Architectural Control Committee Solicitation**. Upon termination of the Declarant Control Period, the following shall apply:

1. A person may not be appointed to serve on the Architectural Control Committee unless the person timely notifies the Association of the person's interest in serving on the Architectural Control Committee as provided herein.
2. Not later than the 10th day before the date the Board takes action to appoint or meets to appoint a person to serve on the Architectural Control Committee, the Association must provide notice to the Association's Members soliciting persons interested in serving on the Architectural Control Committee. The notice must be provided by one (1) of the following methods:
  - (i) by mailing the notice to each Owner; or
  - (ii) by posting the notice in a conspicuous manner reasonably designed to provide notice to Association Members:
    - (a) in a place located on the Association's common property or, with the property Owner's consent, on other conspicuously located privately owned property within the subdivision; or
    - (b) on the internet website maintained by the Association or other Internet media; and
    - (c) sending the notice by e-mail to each Owner who has registered an e-mail address with the Association.

The notice shall include instructions for a person to notify the Association of the person's interest in serving on the Architectural Control Committee, including the date by which the person's notification must be received by the Association. The date established by the Association by which notification of a person's interest in serving on the Architectural Control Committee must be received by the Association may not be a date earlier than the 10th day after the date the Association provides the notice described herein.

3. A person may not be appointed to serve on the Architectural Control Committee if the person is: (i) a current Board member; (ii) a current Board member's spouse; or (iii) a person residing in a current Board member's household; provided, however, if a vacancy remains on the Architectural Control Committee after each person who timely notifies the Association of the person's interest in serving on the Architectural Control Committee is appointed to the Architectural Control Committee, the Association may appoint any person to fill the vacancy, including a person not otherwise eligible under this paragraph.

9.14 **Architectural Control Committee Appeal.** Notwithstanding Section 9.8, upon termination of the Declarant Control Period, the following shall apply:

A decision by the Architectural Control Committee denying an application or request by an Owner for the construction of improvements in the Subdivision may be appealed to the Board. A written notice of the denial must be provided to the Owner by certified mail, hand delivery, or electronic delivery. The notice must:

- (i) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and
- (ii) inform the owner that the owner may request a hearing as provided herein on or before the 30th day after the date the notice was mailed to the Owner.

The Board shall hold a hearing under this Section not later than the 30th day after the date the Board receives the Owner's request for a hearing and shall notify the Owner of the date, time, and place of the hearing not later than the 10th day before the date of the hearing. Only one (1) hearing is required under this Section 9.14. During a hearing, the Board or the designated representative of the Association and the Owner or the Owner's designated representative will each be provided the opportunity to discuss, verify facts, and resolve the denial of the Owner's application or request for the construction of improvements, and the changes, if any, requested by the Architectural Control Committee in the notice provided to the Owner under this Section 9.14. The Board or the Owner may request a postponement. If requested, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Association or the Owner may make an audio recording of the meeting. The Board may affirm, modify, or reverse, in whole or in part, any decision of the Architectural Control Committee as consistent with the Declaration.

## II.

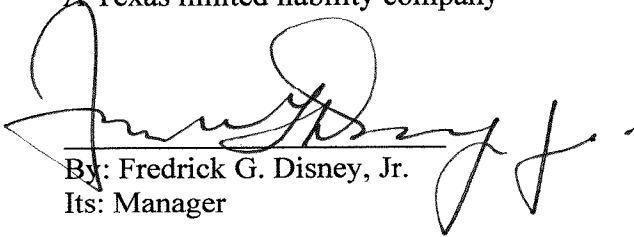
The Declarant, by the execution of this Amendment, binds the Association, the Members, and Subdivision, including the Additional Land, to this Amendment.

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:

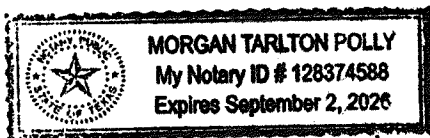
**Aledo River Estates, LLC,**  
A Texas limited liability company

  
By: Fredrick G. Disney, Jr.  
Its: Manager

STATE OF TEXAS )

COUNTY OF PARKER )

This instrument was acknowledged before me on October 14, 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: 9/2/26

AFTER RECORDING RETURN TO:

Aledo River Estates, LLC  
1015 Champions Drive, Ste 1400  
Aledo, TX 76008

**Exhibit 1 To The Third 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

Third Amendment to the Declaration of Covenants,  
Conditions, Restrictions, and Easements of the Aledo River Phase I Subdivision

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.

## FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



*Lila Deakle*

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Fee: \$49.00

Lila Deakle, County Clerk

Parker County, Texas

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