

**SECOND SUPPLEMENTAL AND RESTATED RESTRICTIONS AND COVENANTS
TO THE EXISTING
COVENANTS FOR SADDLE CLUB SOUTH
TO ESTABLISH THE
SADDLE CLUB SOUTH HOMEOWNERS ASSOCIATION
MIDLAND, TEXAS**

At a properly noticed meeting of the Members of the SADDLE CLUB SOUTH HOMEOWNERS ASSOCIATION held on the 24th day of February, 2020, the following were adopted by vote by written ballot by a 2/3 majority of the Lots within the subdivision known as Saddle Club South, as further identified herein, in accordance with the voting requirements enumerated in the Declaration of Restrictions and Covenants and the Texas Property Code, each as then in effect at the time of the meeting therefore called. These Second Supplemental and Restated Restrictions and Covenants are supplemental to and, except as modified herein, restate the prior Restrictions and Covenants governing the use of the subject property as described in Volume 503 at Page 464 of the Deed Records of Midland County, Texas.

The undersigned, being the required owners and proprietors of the property which, when taken together, constitutes all of the Southeast part of Section 3, Block "X", H.P. Hilliard survey, Midland County, Texas, which property is more fully described on the plat attached hereto as Exhibit "A" and made a part hereof, hereby make the following declarations as to limitations, restrictions, and uses to which all of the said property and any portion thereof may be put, hereby specifying that said declarations shall constitute covenants to run with all of the land as provided by law and shall be binding upon the undersigned and all persons claiming under them, and for the benefit of and limitations upon all future owners and other parties or persons claiming any interest therein, this declaration being for the purpose of improving, developing, and restricting the said property as hereinafter specified.

**Article I
DEFINITIONS**

1. **Association** shall mean and refer association of members of all Lot Owners together with its duly elected and appointed officers and representatives within the Subdivision embraced by this declaration, whose principal purpose is to maintain and provide common community facilities and services respecting Common Areas and easements thereon for the common use and enjoyment of all Lot Owners and residents therein. Each Lot Owner, their successors and assigns shall be a member of the Association.
2. **Majority** shall mean, with respect to any group entitled to vote on a matter, more than fifty percent (50%) of the votes of that group.
3. **Member** shall mean and refer to each and every Lot Owner in the Subdivision who executes this declaration.
4. **Lot Owner** shall mean and refer to the record owner, whether one or more persons, firms or corporations, of the fee simple title to any Lot within the Subdivision, but shall not mean or refer to a mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any other lawful proceeding in lieu of foreclosure.
5. **Lot** shall mean and refer to any numbered tract or parcel of land, embraced by any present or future plat of this Subdivision upon which approved residential buildings and appurtenances may be built.

The term Lot shall not include those parcels and tracts of land designated as Common Areas on any present or future plat of the Subdivision. Any Lot Owner who owns two lots with one residence thereon shall be considered to be the owner of one lot for purposes of membership in the Association and for assessments. Any licensed builder who is a Lot Owner shall not be a member of the Association unless he occupies a residence on the Lot.

6. Subdivision shall mean and refer to all land embraced in Exhibit "A" whether platted at the present time or in the future and including lots made subject to these covenants by joinder, ratification, agreement, conveyance or bequest.
7. Plat shall mean and refer to any recorded plat or replat of the Subdivision embraced by this declaration as filed in the plat records of Midland County, Texas.
8. Common Area shall mean and refer to those areas of land so designated and embraced by any present or future plat of this Subdivision which are reserved for the common use, enjoyment and mutual benefit of the Lot Owners and their guests. Common Areas shall also include utility and drainage easements as shown on any recorded plat and any buildings or facilities thereon.
9. Approved shall mean and refer to favorable action taken by the Association or its duly appointed representatives.

Article II

ASSOCIATION CREATION, MEMBERSHIP AND RIGHTS OF MEMBERS

1. Homeowners Association. The Developer shall create a corporation ("Association") under the laws of the State of Texas which shall have the power and obligation of perpetually managing, maintaining, repairing, replacing, improving and insuring the Common Areas, facilities and easements within this Subdivision. The Developer shall convey title of the common area, free of encumbrance, to the SADDLE CLUB SOUTH HOMEOWNERS ASSOCIATION by January 1, 1986. The Association shall be known as the SADDLE CLUB SOUTH HOMEOWNERS ASSOCIATION. The Association shall have authority to collect assessments and make disbursements of proceeds and shall take appropriate disciplinary action concerning delinquent accounts as provided herein and in the By-laws of the Association.
2. Membership and Voting. Upon sale of a Lot subject to these covenants, the purchaser shall automatically become a Member of the Association. Membership shall be mandatory and subject to all provisions of this declaration and to the Association's Articles of Incorporation and By-Laws, as the same may be amended from time to time. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. A membership in the Association shall not be transferred, pledged or alienated in any way except on the sale of such Lot (and then only to such purchaser) or by intestate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process. The record owner of a Lot shall be entitled to one Membership in the Association and one vote. Any joint owners shall designate to the Association in writing the name of the person entitled to vote said membership and if no such designation is made, the Association may accept a vote from any such joint owner and disregard any other vote from another joint owner, always giving precedent to the vote of any joint owner attending a meeting in person. At the discretion of the Association, no certificates of membership need be issued, and if certificates are not issued, membership shall be evidenced by an official list of Members kept by the Secretary of the Association.
3. Amendment. These Second Supplemental and Restated Restrictions and Covenants may be amended by a vote of two-thirds (2/3) of all votes entitled to vote on any matter.

4. Board of Directors. The business and affairs of the Association shall be managed by a Board of Directors. Directors shall be Lot Owners in Saddle Club South in good standing with the Association, in accordance with the By-laws adopted for the Association. The number of directors shall be determined as provided in the By-laws. At each annual election, the Members shall elect Directors to hold office until the next succeeding annual meeting. Directors shall meet at least once during any three (3) calendar month period. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of the majority of the remaining directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.
5. Architectural Control Committee. The Association shall appoint an Architectural Control Committee charged with review and approval of all construction in Saddle Club South as provided herein.
6. Any change of these or any previous covenants shall be subject to review by the Planning and Zoning Commission of the City of Midland, Texas, in the same manner as a review of a change of the subdivision plat is required.

Article III
COMMON AREAS OWNERSHIP, USE AND PROPERTY RIGHTS

1. Common Areas and Ownership. The Common Areas designated and shown on any recorded plat of this Subdivision shall be owned by the Association for the benefit of the Members within this Subdivision. The costs of perpetual maintenance, upkeep and improvements thereon shall be borne on an equal basis by all Members of the Association.
2. Land Use Within the Common Areas shall be restricted to activities and improvements related to park, recreation and open space uses including, but not limited to, physical fitness, designated auto parking clusters, landscaped areas, outdoor lighting, signs relevant to the development thereof, screening and fencing devices. Recreation centers or private club buildings, cabanas, tennis courts, swimming pools and other uses of a similar nature and character shall be restricted to Common Area "B".
3. Mandatory Homeowners Association Member Upon Sale of Property. Any and all current Lot(s) within the Association, that were exempt from joining the Association upon initial development and or through concurrent changes of ownership, will effectively become a member of the Association, when said Lot is sold and changes ownership.
4. Dedication or Transfer of Fee Title Common Areas to any public agency, authority or public utility shall not be made unless the dedication and transfer and purpose, location and conditions thereof are agreed to in an instrument in writing entered into between the parties involved and which is signed by two-thirds (2/3) of the members of the Association and is accepted by representatives of such public entity. Until January 1, 1986, there shall be no conveyance.

Article IV
ASSESSMENTS

1. Regular and Special Assessments. Assessments or charges and special assessments for maintenance and improvements shall be fixed, established and collected from time to time by the Association as hereinafter provided. Such regular assessments and special assessments together with such interest and costs of collection shall be a charge on the land and shall be a continuing lien

upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection shall also be the personal obligation of the person who was the owner of such property at the time of assessment. Assessments shall be applied on an equal basis to all Members of the Association. Assessments levied by the Association shall be used for improvement and maintenance of properties, services and facilities, repair, replacement and additions within the Common Area including but not limited to payment of applicable insurance and taxes, cost of labor, equipment, materials, management and supervision.

2. Special Assessments for capital improvements in addition to the annual assessments may be authorized by the Board of Directors in accordance with the Bylaws of the Association for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement upon the Common Area.
3. Notices and Due Dates of Assessments. The Board of Directors of the Association shall specify the due date and amount of assessment at least thirty (30) days in advance of such due date and shall prepare a roster of the properties and assessments applicable thereto. Written notice of the assessment shall also be mailed to every Lot owner at least thirty (30) days in advance of the specified due date of the assessment. The due date of any special assessment shall be established by resolution of the Board of Directors of the Association. Upon demand by any Lot Owner liable for assessment, the Board of Directors shall furnish a certificate in writing signed by an officer or director of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment.
4. Effect of Non-Payment of Assessment. If the assessments are not paid when due, then they shall become delinquent and together with such interest and cost of collection, become a continuing lien on the property which shall bind the hands of the then Lot Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the Lot Owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency. The Association may bring an action against the Lot Owner personally obligated to pay the same or to foreclose the lien against the property in accordance with applicable law. Costs of preparing and filing the complaint in such action together with reasonable attorney's fee shall be added to such assessment, and in the event a judgement is obtained, such judgement shall include such interest and attorney's fee together with the costs of the action. Notwithstanding any provisions herein, no land or Improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.
5. Subordination of Association Liens. The liens provided herein for the assessments and fines will be subordinate to the lien of any purchase money first deed or trust. Liens are also subordinate to any city, school district, or county ad valorem tax lien. A sale or transfer of any Lot will not affect the lien. However, the sale or transfer of any Lot pursuant to foreclosure of a senior lien, whether judicial or by exercise of power of sale, will extinguish the assessment lien (but not the personal obligation of the Owner) as to payments which became due prior to such sale or transfer. No sale or transfer will relieve such Lot owner from liability for any assessments thereafter becoming due or from the lien of such subsequent assessments, nor relieve the prior owner of the Lot at the date of the Assessment from personal liability therefore.

Article V
PERMITTED AND PROHIBITED USES

1. With the exception of the 2.6-acre tract number three on the attached plat which is for use as a site for commercial retail establishments and the 11.44-acre tract number two on said plat which is for use as an apartment site, which tracts in lieu of the above stated uses as sites for construction of townhouses and/or single-family residences, the premises may be used only for single-family residences constructed entirely upon the premises. No single-family residence lot may be subdivided for the purpose of constructing a residence or residences upon smaller tracts. No single-family residence may be used for commercial business purposes with customer, patient or visible foot traffic. All residences shall have a minimum of 1,800 square feet of livable floor space and shall be no more than two stories in height.
2. No outbuildings or other structures shall be constructed upon the premises without the consent of the Architectural Control Committee. All such structures shall be of a design aesthetically compatible with that of the residence.
3. When the construction of any building is once begun, work thereon must be prosecuted diligently and must be completed within a reasonable time. No buildings shall be occupied during construction. Further, no garage, shed, tent, trailer, basement or temporary building shall be used for permanent or temporary residence purposes; provided, however, that this paragraph shall not be deemed or construed to prevent the use of a temporary construction shed during the period of actual construction of any structure on such property, nor the use of adequate sanitary toilet facilities which shall be provided during such construction.
4. All construction shall be in conformance with the building and sanitary codes of the City of Midland, Midland County, Texas.
5. Garages, which shall be for the use only of the occupants of the residence to which they are appurtenant, may be attached or detached from the residence. All access to garages shall be from the back or side of a residence, however, front entrance garages being expressly prohibited.
6. No animals, birds, or fowl shall be kept or maintained on any part of the property, except dogs, cats, and pet birds which may be kept thereon within houses or fenced enclosures in reasonable numbers as pets for the pleasure and use of the occupants, but not for any commercial use or purpose. Domestic animals kept pursuant to this provision shall not cause a disturbance or create a nuisance to adjoining property owners. City leash laws will be upheld and enforced.
7. No residence shall be completed on any lot without the construction of a fence extending across the back of the lot, said fence to be of wood, tile, cinderblock or brick construction and at least five feet (5') in height and approved by the Architectural Control Committee. All fences shall be kept in a good state of repair, with regular maintenance and when needed, replaced.
8. No mobile home, habitable motor vehicles, or travel trailers of any nature shall be kept on or stored on any part of the property except within an enclosed garage of a design aesthetically compatible with that of the residence.
9. No boats, trailers or off-road vehicles of any nature shall be kept on or stored on any part of the property except within an enclosed garage of a design aesthetically compatible with that of the residence or within a fenced enclosure so as not to be visible above said fence lines.
10. All dwellings constructed on the premises shall face the street on which the other lots in the same block front. Sidewalks on the front and sides of each building plat shall be contiguous to the curb line.
11. At least sixty percent (60%) of the exterior wall surface of each residence (excluding doors, windows and exterior glass) shall be of brick, rock, stone, brick veneer, rock veneer, stone veneer or stucco. The roofs of all residences shall be covered with either wooden or shake shingles or other materials approved by the Architectural Control Committee.

12. Clotheslines or drying yards shall be so located as not to be visible from the street serving the premises.
13. Garbage receptacles shall be in complete conformity with sanitary rules and regulations heretofore or hereafter promulgated by the City of Midland.
14. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain on any part of the sold lots, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.
15. The structure and ground of each Lot shall be maintained in a neat and attractive manner at all times, with the ground being trimmed, edged, and cut, and debris and dead trees and foliage removed on a regular basis. Dirt yards shall not be permitted unless said yards are being prepared for imminent lawn improvements.
16. To the greatest extent allowed by applicable law, artificial turf shall not be allowed in any front or side yard of a Lot without approval from the Architectural Control Committee. Any artificial turf so installed shall be done by professional installers, kept and maintained in a neat and attractive manner at all times, with weeds, leaves and debris removed, and the condition and coloring of such turf maintained.
17. No substantial changes in the elevation of the land shall be made on the premises.
18. Residents may park personal vehicles in operable condition (with current state required inspection and registration tags) on the street directly adjacent to and corresponding with the property lines of their respective Lot. Otherwise, streets shall not be used by residents for parking of their automobiles and vehicles except for occasional and temporary purposes. Temporary hardship exceptions may be granted by the Board and will not be unreasonably withheld. Residents shall not park, nor permit their guests to park, in any manner that blocks or interferes with their neighbor's access to their lots, including in front of neighboring homes or blocking neighboring drives. No vehicles shall be parked on lawns or other landscaped areas; parking is permitted only on driveways, streets, or if permitted under applicable city ordinance, in alleyways.
19. No motor vehicle repairs shall be conducted in public view within the Subdivision, nor shall any inoperative motor vehicle or motor vehicle parts be allowed to remain within the Subdivision in public view.
20. At least twenty percent (20%) of the area beginning five feet (5') from the front building line and ending at the front property line must be planted with grass, trees, shrubs and/or flowers to the exclusion of other uses of said area.

Article VI
STREETS, EASEMENTS, ACTIVE PIPELINE AND RIGHTS-OF-WAY

1. All presently existing easements for the active Centurion Pipeline, utilities or drainage on the lands covered by this agreement are hereby reserved to the present owners thereof.
2. No vehicles shall be parked upon the pipeline easement. No structures, including walks, fences, paving or planting, shall be erected upon any part of the property which will interfere with the rights of ingress and egress to and from the easements provided in the immediately preceding paragraph.

Article VII

ARCHITECTURAL CONTROL COMMITTEE

The Board shall appoint an Architectural Control Committee (the "ACC") which shall consist of three (3) Members of the Association and shall be responsible to the Board. The ACC is charged with design review of all improvements and modifications within the Subdivision in order: (1) to establish and preserve a harmonious design for the Subdivision, (2) to protect the value of property in the Subdivision, and (3) to maintain the Subdivision as a pleasant and desirable environment in which to live.

1. Purpose. The ACC shall regulate the external design, appearance, and location of the Lots and of the improvements thereon, in such a manner as: (1) to promote those qualities in the environment which bring value to the Subdivision, and (2) to foster the attractiveness and functional utility of the Subdivision as a place to live, including a harmonious relationship among structures, vegetation, and topography.

ACC Approval. No building, fence, wall, residence, structure, or projection of a structure (whether of a temporary or permanent nature, and whether or not such structure shall be affixed to the ground) shall be commenced, erected, maintained, painted, improved, or altered, nor shall any grading, paving, rock gardening, excavation, significant change in landscape design that affects front facing portion of the lot, change of exterior color, or other work which in any way alters the exterior appearance of any Lot or improvement be done without approval from the ACC regarding: (1) the harmony of the exterior design and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall community design of the Subdivision, (2) the character of the exterior materials, and (3) the quality of the exterior workmanship.

2. ACC Approval. No permanent lawn decorations over thirty-six (36) inches shall be placed upon the front lawn of any Lot without prior approval from the ACC regarding (1) appearance (2) design (3) location.
3. Procedures. In the event the ACC fails to approve or disapprove in writing an application within thirty (30) days after the plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal an adverse ACC decision to the Association's Board, who in turn, may reverse or modify such a decision by a two-thirds (2/3) vote of those Directors present and voting at a Board meeting at which a quorum, as defined in the Association Bylaws, is present.
4. Guidelines. The ACC shall, subject to the approval of the Board, develop and promulgate policy guidelines for the application of the design review provisions in the Supplemented Restrictions and Covenants. The policy guidelines shall include: (1) review procedures, (2) aspects and objectives of review, and (3) principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, although optional, are generally accepted methods of achieving the required objectives in particular design problems encountered in the Subdivision. The policy guidelines are intended to assist the ACC and the Lot Owners in the ongoing process of community design and to apply such ACC decisions uniformly to Lot owners within the Subdivision. They may, however, be modified and supplemented from time to time, subject to the approval of the Board, but such modifications shall not affect approvals previously granted.
5. No liability or warranty. Neither the Association, ACC, any architect or agent of the Association, undersigned nor any member of the Board shall be responsible in any way for (i) any defects in any plans or specification submitted, revised or approved in accordance with the forgoing, (ii) nor for any structural or other defects in any work done according to such plans or specifications, or (iii) verifying compliance with any city building or code provision applicable thereto.

Article VIII
ASSOCIATION ENFORCEMENT ACTION

1. **Enforcement.** The Association, by action of the Board, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these Covenants. The Association, by and through its Board, is authorized to adopt rules and regulations setting forth the procedures to be followed in connection with such enforcement and in implementing any fine or penalty as outlined below, except as otherwise reserved to the Members by law, by the Articles of Incorporation, or by the Bylaws of the Association. Lot owners residing within the Association, prior to these revisions being put in place, may submit in writing to the Board a request to review any and all restriction(s) they may currently be in violation of. These requests shall be viewed on a case by case basis, and any decision by the Board to allow the Lot Owner's violation(s) to be grandfathered in, shall be recorded and placed in the Association Records. If a Lot Owner elects to prosecute proceedings in law or equity against any person or persons so violating or attempting to violate such restrictions, either to prevent such violation or such violator from so doing or to recover damages by reason of such violation, such proceedings shall be at the sole cost and expense of the person or persons prosecuting the same. Failure by the Association or by any Lot Owner to enforce a Covenant will not be deemed a waiver of the right to do so. Invalidation of any of these Covenants by judgment or Court Order shall in no way effect any of the other provisions which shall remain in full force and effect.
2. **Notice of Violation.** The Association shall provide up to two notices to each Lot Owner that violates the Covenants by certified mail, return receipt requested, to the last known address on file with the Association for such Lot Owner in conformance with the laws of the State of Texas, and where so required and if so requested by the applicable Lot Owner, provide an opportunity for a hearing on the matter of such violation(s). The first violation notice will allow the Lot Owner twenty (20) days to remedy the violation(s). If needed, a second violation notice will be mailed out allowing the Lot owner an additional ten (10) days to remedy the violation. Upon failure to do so the Board will then implement additional measures.
3. **Fines for Violation(s).** If a Lot Owner fails to abide by the Covenants, and if such failure or default continues uncured for thirty (30) days after written notice thereof mailed to the Lot Owner at the Lot Owner's last known address, the Association may: (1) impose fines upon the Lot in amounts determined by the Association Board, (2) suspend the Lot Owner's use of Common Areas. In any of the foregoing (1) & (2) the Association may, in its discretion, take a combination of the foregoing actions, and taking any one action shall not be deemed to prohibit taking additional action. Fines imposed by the Association Board under (1) above shall be defined and promulgated annually by the Board. A separate schedule of offenses and fines shall be published annually by the Board and shall continue in effect until a subsequent publication is made. The schedule of offenses and fines may only be revised at a meeting of the Board and fines may only be increased one time per year. Each day a violation occurs shall constitute a separate offense for purposes of calculating any fine.
4. **Correct the Default.** If determined by the Association Board, after all attempts to remedy the violation(s) have been exhausted using the methods outlined in 2 & 3, the Board shall notify the Lot Owner by certified mail, return receipt requested, to the last known address on file their intent to go

upon such Lot and correct the default(s). The Association shall not be guilty of any manner of trespass or liability to the Lot Owner in any respect as a result thereof, and no Lot Owner shall escape liability by virtue of any such action by the Association. The Lot Owner shall be obligated to reimburse the Association for all expenses incurred by it in performing any such work under this attempt to remedy such violation(s).

5. **Liens.** Each Member is obligated to pay to the Association any fine imposed upon the Lot Owner for any violation. Any default on the payment of reimbursement or fines imposed by the Association shall be secured by a lien against the Lot in the same manner as described for regular and special assessments. Any fine not paid when due will be delinquent. If the fine is not paid within thirty (30) days after the due date, the fine will bear interest from the date of the notice of delinquency at the rate of the lesser of the maximum amount permitted by applicable law or ten percent (10%) per annum, and the Association may bring an action at law against the Lot Owner personally obligated to pay the fine, or foreclose the lien against the property. In either event, interest, costs, and reasonable attorneys' fees of any such action will be added to the amount of the fine. Foreclosure of any lien hereunder shall comply with the requirements of the law of the State of Texas.

Article IX **RATIFICATION**

Owners of lots within Blocks 1, 2, 3, 5, 6 and 7 of Saddle Club South Addition to the City of Midland, Texas, who have not joined in the execution of this declaration may become Members of the Association by executing a ratification of these Supplemental Restrictions and Covenants on the form attached hereto as Exhibit "B". If such owners of lots within Blocks 1, 2, 3, 5, 6, and 7 wishes to join the Association:

- a) within ninety (90) days of the recording of this document, they may do so without cost to them by executing the ratification in the form attached hereto as Exhibit "B"; or
- b) more than ninety (90) days after the recording of this document, they may join only upon such terms and conditions as the Association shall elect.

If, upon approval of the Homeowners Association, any such owner of Blocks 1, 2, 3, 5, 6 and 7 shall elect to join, such owner shall be subject to the provisions of this declaration as it may be amended from time to time.

Article X
DURATION

These Second Supplemental and Restated Restrictions and Covenants shall run with the land and shall be binding upon and inure to the benefit of each and every Lot Owner, and its heirs, successors or assigns for a period commencing on the date of adoption hereof and continuing through and including December 31, 2050, and thereafter, for successive periods of ten (10) years each unless Owners owning a majority of the Lots shall, by instrument in writing signed by said Owners and recorded in the Official Records of Midland County, Texas, declare these Covenants terminated as of December 31, 2050, or as of the end of any subsequent ten-year period.

The terms, conditions, and provisions of this Second Supplemental and Restated Restrictions shall be governed, controlled and construed by the laws of the state of Texas, without regard to any choice of law provisions. Venue for all purposes shall be Midland County, Texas.

In the case of any conflict between these Second Supplemental and Restated Restrictions and Covenants and the Bylaws, these covenants control. In the event that any provision herein is now, or later determined, to violate applicable law, such provision shall be deemed amended or restricted as needed to comply with such law, maintaining, to the greatest extent possible without violating such law, the original intent of the provision.

WITNESS the execution hereof, this 2 day of March, 2020.

Robert H. Cole

President, Saddle Club South Homeowners Association

Name Printed: Robert H. Cole

Attest:

Cheryl Welsh

Secretary, Saddle Club South Homeowners Association

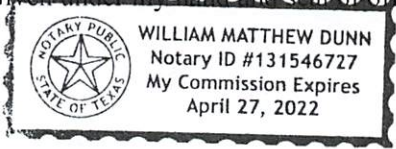
Name Printed: Cheryl Welsh

Acknowledgement

State of TEXAS }
County of MIDLAND }

Before me, on this day, personally appeared Robert H. Cole known or proved to me to be the person whose name is subscribed to the forgoing and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, as President of Saddle Club South Homeowners Association.

Given under my hand and seal of office, this 2 day of March, 2020.

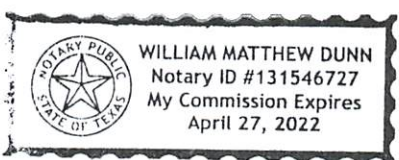


William Matthew Dunn
Notary Public, State of Texas

State of TEXAS }
County of MIDLAND }

Before me, on this day, personally appeared Cheryl Welsh known or proved to me to be the person whose name is subscribed to the forgoing and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, as Secretary of Saddle Club South Homeowners Association.

Given under my hand and seal of office, this 2 day of March, 2020.



William Matthew Dunn
Notary Public, State of Texas