

15-2103006-LBH/DH

STATE OF TEXAS §

COUNTY OF WILLIAMSON§

**FIRST AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
TESORO**

**Document reference.** Reference is hereby made to that certain Master Declaration of Covenants, Conditions and Restrictions Tesoro, filed as Document No. 2018034948, and the Correction Affidavit as to Master Declaration of Covenants, Conditions and Restrictions, filed as Document No. 2021087304, both in the Official Public Records of Williamson County, Texas (together with all amendments and supplements, the "Declaration").

WHEREAS the Declaration provides that owners of Property (as defined in the Declaration) are subject to the Declaration are automatically made members of Tesoro Subdivision Liberty Hill Property Owners Association (the "Association"); and

WHEREAS Tribar LP6, a Texas Limited Partnership, is Declarant as defined in the Declaration; and

WHEREAS Declarant continues to own more than 25% of the Property and has Class B voting rights as described in the Declaration, and holds more than 67% of the voting interests under the Declaration and thus pursuant to Texas Property Code §209.0041 may amend the Declaration<sup>1</sup> and as evidenced by signature below desires to amend the Declaration;

THEREFORE, the Declaration is amended as provided in attached Exhibit "A".

Subject solely to the amendments contained herein, the Declaration remains in full force and effect.

Exhibit "A": Amendments

<sup>1</sup> The declaration purports to require a 90% voting interest approval for declaration amendment. State law supersedes this requirement (Texas Property Code §209.0041) but regardless Declarant at the time of recording has more than 90% of the voting interest.

Acknowledgements

DECLARANT

Tribar LP6

A Texas limited partnership

By: Brian A. Barnes

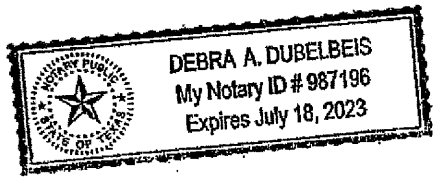
Printed name: Brian A. Barnes

Title: General Partner

STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was executed before me on the 24<sup>th</sup> day of June, 2021,  
by Brian A. Barnes in the capacity stated above.



Debra A. Dubelbeis  
Notary Public, State of Texas

ASSOCIATION  
TESORO SUBDIVISION LIBERTY HILL PROPERTY OWNERS ASSOCIATION

By: [Signature]

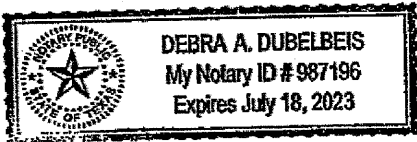
Printed name: Matthew Trammell

Title: PRESIDENT

STATE OF Texas §

COUNTY OF Williamson §

This instrument was executed before me on the 24 day of June, 2021,  
by Matthew Trammell in the capacity stated above.



[Signature]  
Notary Public, State of TEXAS

ASSOCIATION  
TESORO SUBDIVISION LIBERTY HILL PROPERTY OWNERS ASSOCIATION

By: Brian A. Barnes

Printed name: Brian A. Barnes

Title: SECRETARY

STATE OF TEXAS §

COUNTY OF Williamson §

This instrument was executed before me on the 24 day of June, 2021,  
by Brian A. Barnes in the capacity stated above.

Debra A. Dubelbeis  
Notary Public, State of TEXAS

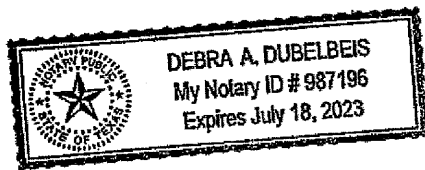


EXHIBIT "A"

## AMENDMENTS TO DECLARATION

The following definitions are hereby added in Article I:

1. The following definition is added to Article I: Section One. "Section One" means the portion of the Property described as Tesoro Section One, filed of record in document no. 2018030645 of the Official Public Records of Williamson County, Texas.
2. The following definition is added to Article I: Sections Two and Four. "Sections Two and Four" means the portion of the Property described as Tesoro Sections Two and Four, filed of record in document no. 2021090653 of the Official Public Records of Williamson County, Texas.
3. The definition of "Association" is amended to read in its entirety as follows: "1.5. Association. "Association" means and refers to Tesoro Subdivision Liberty Hill Property Owners Association."
4. The section 4.5 Fences and Sidewalks is amended and restated to read in its entirety as follows:

"Except as set out below, no fencing of any Lot is required. Any Proposed fencing must be approved by the ACC in writing, and **must be constructed of wrought iron** and be at least six feet in height, except that fences around pools may be four to six feet in height as approved by the ACC. The ACC may grant variances as to fence heights. Chain link fences are prohibited. All Lots shall be fenced so that the fence screens any air conditioning or other equipment on the exterior or proposed street, the slats shall face the street. The Owner of each Lot shall construct, at its sole cost and expense and prior to occupying any improvement located on the Lot, a concrete sidewalk, located and designed in conformance with the Plat, to the extent the Plat requires a sidewalk on such Owner's Lot. The foregoing notwithstanding, if any of the Property is being maintained as an agricultural property by the Owner thereof in accordance with its specific rights under Section 3.6 above, then any other fencing may be used during such time period.

As to Section One only: As each of Lots 9-30, 31 Block A are developed, the Owner(s) thereof must construct eight foot (8') tall cedar fences **along the rear lot lines only** (with the exception that Lot 31's cedar fence must be only on the north lot line); all fencing adjacent to or on any Lot shall be maintained by the Lot Owner at his/her expense, including fencing installed by the Declarant or any Developer, such as, without limitation, the fencing for Lot 9, Block A, Phase 1. These fences shall be constructed with "appearance grade" 1X6 cedar pickets and with a minimum of three cedar runners and galvanized fence posts 6ft tall.

As to Sections Two and Four only: As each of Lots 4,5,15,16 & 23-35, Block A, are developed, the Owner(s) thereof must construct six foot (6') tall cedar fences **along the rear lot lines only**; all fencing adjacent to or on any Lot shall be maintained by the Lot Owner at his/her expense, including fencing installed by the Declarant or any Developer, such as, without limitation, the fencing for Lot 9, Block A, Phase 1. These fences shall be constructed with "appearance grade" 1X6 cedar pickets and with a minimum of three cedar runners and galvanized fence posts. The developer of the property may install cedar fencing on or abutting Block A Lots 1-4. Regardless of the location of the cedar

fencing, the Owner of the Lot on which the cedar fencing is placed or abutting must maintain the fencing including maintaining it in a neat and attractive condition with the same or equivalent stain or paint color as originally installed. All staining and repainting must receive prior approval of the Architectural Control Committee.

5. A paragraph is added at the end of Section 4.6 Dwelling Size: Building Materials, reading as follows:

“A secondary building (aka outbuilding that is not a shed, for example a detached garage, guest house or workshop) may not be nearer than 50’ from the front-most building line of the main dwelling (in other words the front building line of such building must be at least 50’ behind the front-most building line of the as-constructed primary dwelling). A secondary building may be constructed only when the main dwelling has a side-entry garage. The ACC may waive these requirements when it deems appropriate. The ACC may also adjust the maximum dimensions of the secondary building, on a case-by-case basis, to less than set forth above.”

6. Section 4.17, Storage Structures/Shed, is added, reading as follows:

“The ACC may permit a storage structure to be constructed or placed on a Lot, and such storage structure shall not be deemed a secondary building as defined in section 4.6. The footprint (dimensions) of any storage structure must not exceed 16’ x 20’, and the height must not exceed 10’ as measured from ground (original grade/dirt) level. Unless expressly waived by the ACC in writing, a storage structure must be constructed in place and made of the same roofing (including color and materials) and same exterior façade color as the main dwelling. A storage structure must be no closer than 30’ to the rearmost building line of the main dwelling and must be no closer than 30’ from any Lot boundary line. and must abide by the same setback requirements as the main dwelling and secondary building. Greenhouses are prohibited. In the event of a question whether a building is a shed or secondary building, the ACC will make the final determination which shall be binding. One, but not the sole, consideration is whether the structure has electricity or plumbing, if so unless otherwise determined by the ACC such structure is considered a secondary building.”

7. Section 7.3 Voting Rights, subsection (b) is amended to read as follows:

“The Class B Members shall be the Declarant. The Declarant shall have one (1) vote for each Lot that it owns, plus four (4) votes for each Lot owned by a non-Declarant owner. In the event of acreage owned by Declarant and yet to be subdivided into Lots, each acre will be considered one Lot for purposes of calculating Declarant voting rights.”

8. The next-to-last line of section 11.2 Amendment/Extinguishment is amended to refer to Section 7.3 instead of Section 8.3.

**ELECTRONICALLY RECORDED  
OFFICIAL PUBLIC RECORDS**

**2021093921**

Pages: 7 Fee: \$41.00

06/24/2021 11:12 AM



*Nancy E. Rister*

Nancy E. Rister, County Clerk  
Williamson County, Texas