

**TWELTH AMENDMENT**  
*to*  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
*for*  
**SIERRA VISTA**

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THE STATE OF TEXAS       §  
  §  
COUNTY OF BRAZORIA       §

WHEREAS, Land Tejas Sterling Lakes South, L.L.C., a Texas limited liability company, caused the instrument entitled "Declaration of Covenants, Conditions and Restrictions for Sierra Vista" to be recorded in the Official Public Records of Real Property of Brazoria County, Texas, on October 10, 2017 under Clerk's File No. 2017049777 (the "**Declaration**"), which instrument imposes various covenants, conditions, restrictions, and easements on the Community; and

WHEREAS, the Declaration was previously amended by instruments entitled "First Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista", "Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista", "Third Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista", "Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista", "Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista", "Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista", "Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista", "Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista", "Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista", "Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista", and "Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File Nos. 2017060551, 2018005017, 2018008605, 2018027516, 2019011248, 2019062624, 2020009736, 2020066524, 2021050220, 2021084562, and 2022027996, respectively; and

WHEREAS, Article IX, Section 9.7, of the Declaration, as amended, provides that the Declaration may be amended by Developer without the joinder or consent of any other party until

the expiration of the Development Period so long as the amendment is consistent with the residential character of the Community; and

WHEREAS, Pursuant to the "Partial Assignment of Developer and Declarant Rights Sierra Vista" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2021084563 (the "Assignment"), Land Tejas Sterling Lakes South, L.L.C. assigned certain rights as Developer under the Declaration to Astro Sierra Vista, L.P., a Delaware limited partnership, including but not limited to, Developer's right to amend the Declaration, BUT ONLY as such right pertains to the real property located in Brazoria County, Texas identified and described in Attachment 1 to the Assignment (the "Property"); and

WHEREAS, pursuant to the terms of the Assignment, Land Tejas Sterling Lakes South, L.L.C. retains the right as Developer under the Declaration to amend the Declaration during the Development Period as to all portions of the Community save and except the Property (such portions of the Community hereinafter still referred to as the "Community"); and

WHEREAS, the Development Period has not expired as of the date of this instrument and Land Tejas Sterling Lakes South, L.L.C. and Astro Sierra Vista, L.P., each as Developer in their respective capacities, desire to amend the Declaration as to the Community and the Property, respectively, in a manner that is consistent with the residential character of the Community.

NOW, THEREFORE, Land Tejas Sterling Lakes South, L.L.C. and Astro Sierra Vista, L.P. hereby amend the Declaration as to the Community and the Property, respectively, as follows:

1. Article II, Section 2.30, of the Declaration, entitled "**Lot Privacy Fences**", is amended and restated in its entirety to read as follows:

**SECTION 2.30**      **LOT PRIVACY FENCES.** Wood fences six feet (6') in height must be constructed on the common side property line between adjacent Lots and on the rear Lot line of each Lot, except where an Association Wall has been constructed or where alternative materials have been herein specified (as specified in Sections 2.29 and 2.31 hereof). Wood fences must be

constructed "good neighbor style" (alternating panels) using six inch (6") notched cedar pickets with a minimum of two (2) rails of two inch (2") by four inch (4") treated wood and four inch (4") by four inch (4") treated wood posts at a maximum spacing of eight feet (8') on center. All wood fences must be constructed using galvanized nails, four (4) per picket minimum. Wood fences that face a street must have all pickets facing the street. The Committee may specify that wood fences facing a street with a right-of-way of sixty feet (60') or more, a Reserve or Common Area be stained a particular color. The initial application of stain will be the responsibility of the Builder of the residential dwelling on the Lot and thereafter the stain on such fences will be the responsibility of the Owner of the Lot to maintain. All wood fences are subject to the Committee's written approval prior to construction.

2. Article II, Section 2.32, of the Declaration, entitled "**Fence Maintenance**", is amended and restated in its entirety to read as follows:

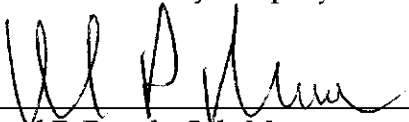
**SECTION 2.32**      **FENCE MAINTENANCE**. All fences (except Association Walls) must be maintained in good condition at all times by the Owner of the Lot. The Association must maintain Association Walls. The Association is granted an easement over and across each Lot upon which an Association Wall is constructed for the purpose of maintenance or replacement, including the removal of any improvements, plants, trees or shrubs on a Lot that may pose a threat to the structural integrity of the Association Wall.

Unless otherwise indicated, capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, as amended.

This amendment is deemed to be a part of and is to be interpreted in accordance with the Declaration. Except as amended herein, all provisions of the Declaration, as previously amended, are hereby ratified and confirmed and continue in full force and effect.

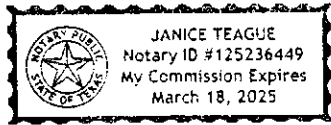
Executed on the date(s) of the acknowledgements, to become effective upon recording in the Official Public Records of Real Property of Brazoria County, Texas.

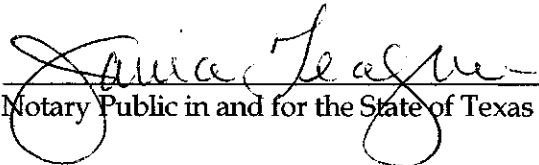
**LAND TEJAS STERLING LAKES SOUTH, L.L.C.,**  
a Texas limited liability company

By:   
Al P. Brende, Sole Manager

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the 24 day of June, 2022, by Al P. Brende, Sole Manager of Land Tejas Sterling Lakes South, L.L.C., a Texas limited liability company, for the consideration and in the capacity stated therein.



  
Notary Public in and for the State of Texas

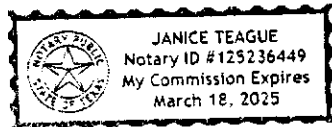
**ASTRO SIERRA VISTA, L.P.**  
a Delaware limited partnership

By: Astro Sierra Vista GP, L.L.C.  
a Delaware limited liability company  
its General Partner

By: Melanie Ohl  
Print Name: Melanie Ohl  
Title: Authorized Signer

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the 27 day of June, 2022, by Melanie Ohl Authorized Signer of Astro Sierra Vista GP, L.L.C., a Delaware limited liability company, General Partner of Astro Sierra Vista, L.P., a Delaware limited partnership, for the consideration and in the capacities stated therein.



Janice Teague  
Notary Public in and for the State of Texas

# FILED and RECORDED

Instrument Number: 2022038317

Filing and Recording Date: 06/27/2022 01:36:51 PM Pages: 6 Recording Fee: \$42.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

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Joyce Hudman, County Clerk  
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

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cclerk-emily