



**2020 AMENDED CONSOLIDATED AMENDMENT
TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE RESERVE AT SUGARTREE
AMENDING THE 2020 CONSOLIDATED AMENDMENT AND
RESTATING ALL PRIOR AMENDMENTS
INTO ONE AMENDMENT DOCUMENT,
ALSO INCLUDING NEW AMENDMENT PROVISIONS
Effective January 1, 2020**

RECITALS:

WHEREAS, Bluegreen Southwest One, L.P., a Delaware limited partnership (the "Original Declarant") previously recorded on March 31, 2005 that certain Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos recorded as Volume 2313, Page 126, Official Public Records of Parker County, Texas, as amended and supplemented (collectively, the "Declaration"); and

WHEREAS, pursuant to the Assignment of Declarant's Rights dated May 4, 2012, and recorded in Book 2912, Page 1505 of the Official Public Records of Parker County, the Original Declarant transferred, assigned, and conveyed to Southstar at Sugar Tree, LLC, a Texas limited liability company ("Southstar"), all of the Original Declarant's right, obligations, and interests, as the Declarant, under the Declaration; and

WHEREAS, pursuant to the Assignment of Declarant's Rights dated February 9, 2015, and recorded at Document No. 201506937 of the Official Public Records of Parker County, Southstar transferred, assigned, and conveyed to MKP Development, LLC, a Texas limited liability company ("MKP"), all of Southstar's right, obligations, and interests, as the Declarant, under the Declaration; and

WHEREAS, pursuant to the Assignment of Declarant's Rights dated March 27, 2018, and recorded on April 3, 2018 at Document No. 201807386 of the Official Public Records of Parker County, MKP transferred, assigned, and conveyed to Yalumba Partners, LP, a Texas limited partnership, as Declarant (the Declarant on the date of this Consolidated Amendment), all of MKP's rights, titles, powers, duties, obligations and interests, as the Declarant, under the Declaration; and

WHEREAS, pursuant to *Section 14.2(a)*, the Declaration may be amended unilaterally by Declarant until termination of the Class "B" membership. The Class "B" membership has not terminated; and

WHEREAS, the Certificate of Incorporation and Charter and the Articles of Incorporation, were approved and issued by the Secretary of State of the State of Texas non-profit corporation Charter Number 800445334 of ST on the Brazos Property Owners Association, Inc. on the 26th day of January, 2005, and the Amendment to the Articles of Incorporation, changing the name of the corporation to The Reserve At SugarTree POA, Inc. was issued by the Secretary of State of the State of Texas on the 12th day of June, 2018; and

WHEREAS, the ByLaws of the Texas non-profit corporation now known as The Reserve At SugarTree POA, Inc., formerly variously known as SugarTree on the Brazos Property Owners Association, Inc. and ST on the Brazos Property Owners Association, Inc., provides for the application and enforcement of the covenants and restrictions against any person or persons owning any real property in the subdivision and against such real property owned by any such person or persons, including as set forth in this Notice of Consolidated Amendment; and

WHEREAS, the recording data for the ByLaws recorded in favor of ST on the Brazos Property Owners Association, Inc. (renamed on June 12, 2018 to The Reserve At SugarTree POA, Inc.) are as follows:

By-Laws. The initial By-Laws of ST on the Brazos Property Owners Association, Inc., adopted on the 27th day of January, 2005, were revoked in their entirety and the **Amended and Restated ByLaws** of ST on the Brazos Property Owners Association, Inc. were signed on the 12th day of January, 2012, to be effective on the 1st day of January, 2012, and were recorded in the Official Records of Parker County, Texas as Document Number 785291 on the 8th day of February, 2012, adopted by the unanimous consent of the Board of Directors on the 8th day of February, 2012, which Board Resolution was recorded in the Official Records of Parker County, Texas as Document Number 785293 on the 8th day of February, 2012; and

WHEREAS, the recording data for the **Plats** recorded in favor of the four (4) Phases of The Reserve At SugarTree Subdivision in Parker County, Texas, formerly known variously as SugarTree on the Brazos and ST on the Brazos (hereinafter referred to as "Subdivision"), are as follows:

Phase One: All those Tracts or parcels of land, being **68.26 acres** and containing **102 Single Family Lots**, together with the improvements and appurtenances belonging thereto, lying and being in Parker County, Texas, as shown on a plat of survey made by Baird, Hampton Brown, Inc. dated March 23, 2005 of **SugarTree on the Brazos, Phase One**, which was recorded on the 23rd day of March, 2005 in the map and plat records of Parker County, Texas in volume 2309, Page 1907, and at **Cabinet C, Slide 239**, as replatted as shown on a replat of survey made by Baird, Hampton Brown, Inc. dated July 5, 2005, which was dated the 5th day of July, 2005 and recorded on the 5th day of July, 2005 in the map and plat records of Parker County, Texas at **Cabinet C, Slide 313**, and to which plats reference is hereby made for a more particular description of said land; and

Phase Two: All those Tracts or parcels of land, being **110.16 acres** and containing **109 Single Family Lots**, together with the improvements and appurtenances belonging thereto, lying and being in Parker County, Texas, as shown on a plat of survey made by Baird, Hampton Brown, Inc. dated July 5, 2005 of **SugarTree on the Brazos, Phase Two**, which was recorded on the 5th day of July, 2005 in the map and plat records of Parker County, Texas at **Cabinet C, Slide 288**, Official Map and Plat Records, Parker

County, Texas, and to which plat reference is hereby made for a more particular description of said land; and

Phase Three: All those Tracts or parcels of land, being 178.249 acres and containing 65 Single Family Lots, together with the improvements and appurtenances belonging thereto, lying and being in Parker County, Texas, as shown on a plat of survey made by Engineering Concepts & Design, LP dated November 8, 2006 of SugarTree on the Brazos, Phase Three, which was recorded on the 8th day of November, 2008 in the map and plat records of Parker County, Texas at Cabinet C, Slide 141, Official Map and Plat Records, Parker County, Texas, and to which plat reference is hereby made for a more particular description of said land; and

Phase Four: All those Tracts or parcels of land, being 35.74 acres and containing 35 Single Family Lots, together with the improvements and appurtenances belonging thereto, lying and being in Parker County, Texas, as shown on a plat of survey made by Barron Stark Engineers dated August 17, 2018 of The Reserve At SugarTree SugarTree, Phase Four, which was recorded on the 17th day of August, 2018 in the map and plat records of Parker County, Texas at Cabinet E, Slide 491, Official Map and Plat Records, Parker County, Texas, and to which plat reference is hereby made for a more particular description of said land; and

WHEREAS, the Declaration of Covenants, Conditions And Restrictions, as amended, for the Property now known as The Reserve At SugarTree, formerly variously known as SugarTree on the Brazos and ST on the Brazos, provides for the application and enforcement of the covenants and restrictions against any person or persons owning any real property in the subdivision and against such real property owned by any such person or persons, including as set forth in this "2020 Amended Consolidated Amendment;" and

WHEREAS, the recording data for the Declaration of Covenants, Conditions and Restrictions recorded in favor of ST on the Brazos Property Owners Association, Inc. (renamed on June 12, 2018 to The Reserve At SugarTree POA, Inc.), including all Amendments and Supplements thereto adopted and recorded prior to this 2020 Amended Consolidated Amendment, are as follows:

WHEREAS, Declarant prepared that certain Declaration of Covenants, Conditions and Restrictions (herein referred to as the "Master Declaration") for SugarTree on the Brazos (renamed on June 12, 2018 as The Reserve At SugarTree POA, Inc.) and filed such Declaration of record in the Official Records of Parker County, Texas on the 31st day of March, 2005 as Document Number 00551008; and

WHEREAS, Declarant prepared that certain First Supplement to Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos, Phase Two (renamed on June 12, 2018 as The Reserve At SugarTree POA, Inc.) and filed such First Supplement to the Declaration of record in the Official Records of Parker County, Texas on the 27th day of September, 2005 on Page 265 in Volume 2371 as Document Number 00571354; and

WHEREAS, Declarant prepared that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos (renamed on June 12, 2018 as The Reserve At SugarTree POA, Inc.), signed on the 4th day of January, 2006, and filed such First Amendment to the Declaration of record in the Official Records of Parker County, Texas on the 13th day of January, 2006 on Page 265 in Volume 2402 as Document Number 00582713; and

WHEREAS, Declarant prepared that certain Supplemental Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos, Phase Three (renamed on June 12, 2018 as The Reserve At SugarTree POA, Inc.), signed on the 8th day of November, 2006, and filed such Supplemental Declaration of record in the Official Records of Parker County, Texas on the 8th day of November, 2006 on Page 459 in Book 2495 as Document Number 00622045; and

WHEREAS, Declarant prepared that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos (renamed on June 12, 2018 as The Reserve At SugarTree POA, Inc.), signed on the 1st day of September, 2007, and filed such Second Amendment to the Declaration of record in the Official Records of Parker County, Texas on the 6th day of September, 2007 on Page 1724 in Book 2571 as Document Number 00653279; and

WHEREAS, Declarant prepared that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos (which was mistakenly identically entitled the same as Document Number 00653279 and subsequently renamed on June 12, 2018 as The Reserve At SugarTree POA, Inc.), signed on the 21st day of December, 2011, and filed such Second Amendment to the Declaration of record in the Official Records of Parker County, Texas on the 23rd day of December, 2011 on Page 81578 in Book 2885 as Document Number 00782325; and

WHEREAS, Declarant prepared that certain Third Amended and Restated Amendment to the Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos (renamed on June 12, 2018 as The Reserve At SugarTree POA, Inc.), which herein called the "Third Amended and Restated Amendment" amended in its entirety and replaced the December 21, 2011 Second Amendment to the Declaration filed of record in the Official Records of Parker County, Texas on the 23rd day of December, 2011 on Page 81578 in Book 2885 as Document Number 00782325, and which this Third Amended and Restated Amendment was signed on the 17th day of January, 2012, and filed of record in the Official Records of Parker County, Texas on the 8th day of February, 2012 on Page 905 in Book 2894 as Document Number 00785292; and

WHEREAS, Declarant prepared that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos (renamed on June 12, 2018 as The Reserve At SugarTree POA, Inc.), signed on the 28th day of November, 2014, and filed such Fourth Amendment to the Declaration of record in the Official Records of Parker County, Texas on the 11th day of December, 2014 as Document Number 2014-24706; and

WHEREAS, Declarant prepared that certain Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos (renamed on June 12, 2018 as The Reserve At SugarTree POA, Inc.), signed on the 14th day of September, 2016, and filed such Fifth Amendment to the Declaration of record in the Official Records of Parker County, Texas on the 3rd day of October, 2016 as Document Number 2016-22643; and

WHEREAS, Declarant prepared that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos (renamed on June 12, 2018 as The Reserve At SugarTree POA, Inc.), signed on the 14th day of September, 2016, and filed such Sixth Amendment to the Declaration of record in the Official Records of Parker County, Texas on the 3rd day of October, 2016 as Document Number 2016-22644; and

WHEREAS, Declarant prepared that certain Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos (renamed on June 12, 2018 as The Reserve At SugarTree POA, Inc.), signed on the 14th day of August, 2017, and filed such Seventh Amendment to the Declaration of record in the Official Records of Parker County, Texas on the 16th day of August, 2017 as Document Number 2017-20321; and

WHEREAS, Declarant prepared that certain Eighth Amendment and Supplement to the Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, formerly known as SugarTree on the Brazos (renamed on June 12, 2018 as The Reserve At SugarTree POA, Inc.), adding **Phase Four** to The Reserve At SugarTree subdivision, governed by the Declaration, as amended, signed on the 12th day of November, 2018, to be effective on the 15th day of December, 2018, and filed such Eighth Amendment to the Declaration of record in the Official Records of Parker County, Texas on the 14th day of November, 2018 as Document Number 2018-28937; and

WHEREAS, Declarant prepared that certain Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, formerly known as SugarTree on the Brazos (renamed on June 12, 2018 as The Reserve At SugarTree POA, Inc.), signed on the 13th day of September, 2019, and filed such Ninth Amendment to the Declaration of record in the Official Records of Parker County, Texas on the 16th day of September, 2019 as Document Number 2019-24337; and

WHEREAS, the Declaration of Covenants, Conditions And Restrictions (referred to herein as the **"Master Declaration"**) has been amended ten times previously, including by the Tenth Amendment, hereinafter referred to as the **"2020 Consolidated Amendment,"** dated the 2nd day of January, 2020 and recorded on the 3rd day of January, 2020 at Document Number 2020-00193 of the Official Public Records of Parker County, which amended and restated in their entirety all the previous Amendments into the **"2020 Consolidated Amendment"** to allow Lot Owners (aka Association Members) to refer only to the **Master Declaration** and to the **2020 Consolidated Amendment** to read and understand the Declaration of Covenants, Conditions and Restrictions, as amended, relating to the real property in The Reserve At SugarTree subdivision as of the date of recording of the 2020 Consolidated Amendment in the Official Records of Parker County, Texas; and

WHEREAS, pursuant to the Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, hereinafter referred to as the "2020 Consolidated Amendment" dated the 2nd day of January, 2020 and recorded on the 3rd day of January, 2020 at Document Number 2020-00193 of the Official Public Records of Parker County, consolidated all the previous nine Amendments and Supplements to the Master Declaration into the one Tenth Amendment as an amendment and restatement in the entirety of the prior nine Amendments, confirming, amending, modifying and deleting various of the provisions of the Master Declaration and the previously recorded nine Amendments and Supplements to the Master Declaration to allow Lot Owners (aka Association Members) to refer only to the Master Declaration and the 2020 Consolidated Amendment to read and understand the Covenants, Conditions and Restrictions relating to the real property in The Reserve At SugarTree subdivision as of the date of recording of the 2020 Consolidated Amendment in the Official Records of Parker County, Texas; and;

WHEREAS, the Master Declaration of Covenants, Conditions And Restrictions, as amended, for the Property now known as The Reserve At SugarTree, formerly variously known as SugarTree on the Brazos and ST on the Brazos, provides for the application and enforcement of the covenants and restrictions against any person or persons owning any real property in the subdivision and against such real property owned by any such person or persons, including as set forth in this 2020 Amended Consolidated Amendment to the Declaration of Covenants, Conditions And Restrictions (herein referred to as the "2020 Amended Consolidated Amendment"); and

WHEREAS, the Declarant of The Reserve At SugarTree POA, Inc. desires by this 2020 Amended Consolidated Amendment to amend Master Declaration and the Tenth Amendment, known as the 2020 Consolidated Amendment, to entirely replace and restate the 2020 Consolidated Amendment, except to amend the 2020 Consolidated Amendment by deleting from the 2020 Consolidated Amendment Article 7, Section 7.1(a) and Article 7, Section 7.1(b) in their entirety, thereby effective as of January 1, 2020 following the recording of this 2020 Amended Consolidated Amendment in the Official Records of Parker County, Texas, deleting the requirement that any buyer of a Lot in any Phase of The Reserve At SugarTree must become a dues paying member of the SugarTree Golf Club upon acquiring a Lot in The Reserve At SugarTree.

NOW THEREFORE, the Master Declaration subjecting the Phase One real property to the provisions of the Declaration, and all previously recorded Supplements adding the Phase Two, Phase Three and Phase Four real property to the Phase One real property (herein referred to together as the "Property"), shall remain in full force and effect, as amended by this 2020 Amended Consolidated Amendment amending and restating in the entirety the 2020 Consolidated Amendment; except however, that Declarant hereby amends, modifies and deletes Section 7.1(a) and Section 7.1(b) of the 2020 Consolidated Amendment in their entirety, effective retroactively as of the 1st day of January, 2020, subject to the recording in the Official Public Records of Parker County of this 2020 Amended Consolidated Amendment to the Declaration of Covenants, Conditions and Restrictions and the 2020 Consolidated Amendment for The Reserve At SugarTree, thereby deleting the requirement that any buyer of a Lot in any Phase of The Reserve At SugarTree must become a dues paying member of the SugarTree Golf Club upon acquiring a Lot in The Reserve At SugarTree.

NOW THEREFORE, the Master Declaration subjecting the Phase One real property to the provisions of the Declaration, and all previously recorded Supplements adding the Phase Two, Phase Three and Phase Four real property to the Phase One real property (described as Phase One in the Recitals above), herein referred to together as the "Property," shall remain in full force and effect; except however, Declarant hereby states and confirms that **those provisions of the previously recorded ten Amendments and Supplements to the Master Declaration, which provisions are not confirmed, amended or modified herein, are hereby deleted (i.e. amended by deletion from the Declaration); and**

FUTHER THEREFORE, Declarant hereby confirms, amends, modifies and deletes various of the provisions of the Master Declaration and the previously recorded ten Amendments and Supplements to the Master Declaration, effective on the date of recording in the Official Public Records of Parker County of this **2020 Amended Consolidated Amendment** to the Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, hereinafter referred to as the "**2020 Consolidated Amendment**" as follows:

A. Declarant confirms and retains without change the addition to the Property of **Phase Two** as "Additional Property" being that Phase Two portion of the Additional Property to the Master Declaration (described as Phase Two in the Recitals above) to submit such Phase Two Additional Property to the terms of the Master Declaration, as amended, as specifically set forth in the following confirmed and retained provision of that certain **First Supplement to Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos, Phase Two** (renamed on June 12, 2018 as **The Reserve At SugarTree**), as follows:

NOW THEREFORE, pursuant to the powers retained by Declarant under the Declaration, the Declarant hereby subjects the real property described as Phase Two in the Recitals above to the provisions of the Declaration and of this First Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, mortgaged or otherwise encumbered pursuant to the provisions of this First Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this First Supplemental Declaration shall be binding upon and in accordance with the terms of the Declaration.

B. Declarant confirms and retains without change the addition to the Property of **Phase Three** as "Additional Property" being that Phase Three portion of the Additional Property to the Master Declaration (described as Phase Three in the Recitals above) to submit such Phase Three Additional Property to the terms of the Master Declaration, as amended, as specifically set forth in the following confirmed and retained provision of that certain **Supplemental Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos, Phase Three**, as follows:

NOW THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby subjects the real property described as Phase Three in the Recitals above to the provisions of the Declaration and of this Supplemental Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Supplemental Declaration shall be binding upon and in accordance with the terms of the Declaration.

C. Declarant confirms and retains without change the addition to the Property of **Phase Four** as "Additional Property" being that Phase Four portion of the Additional Property to the Master Declaration (described as Phase Four in the Recitals above) to submit such Phase Four Additional Property to the terms of the Master Declaration, as amended, as specifically set forth in the following confirmed and retained provision of that certain **Eighth Amendment And Supplement To The Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, Phase Four** (renamed from **SugarTree on the Brazos** on June 12, 2018 to **The Reserve At SugarTree**), as follows:

NOW THEREFORE, pursuant to the terms of Article 7 of the Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos, at Volume 2313, Page 126 recorded in the Official Public Records of Parker County, Texas, as amended (herein the "Declaration"), the Declarant hereby submits and adds the **Phase Four Additional Property** described as Phase Four in the Recitals above, which is hereby designated as a Neighborhood known as **The Reserve At SugarTree, Phase Four** or simply "Phase Four;" Declarant hereby subjects the Phase Four real property to the provisions of the Declaration and of this Eighth Amendment to the Declaration, which shall apply to such property in addition to the provisions of the Declaration. Such property shall be sold, transferred, used, conveyed, occupied, mortgaged or otherwise encumbered pursuant to the provisions of this Eighth Amendment to the Declaration and the Declaration, both of which shall run with the title to such property and shall be binding upon all persons having any right, title, or any interest in such property, their respective heirs, legal representatives, successors, successors-in-title and assigns. The provisions of this Eighth Amendment to the Declaration shall be binding upon and in accordance with the terms of the Declaration.

D. Declarant also amends and deletes Section 7.1(a) contained in that certain **Eighth Amendment And Supplement To The Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, Phase Four** (renamed from **SugarTree on the**

Brazos on June 12, 2018 to The Reserve At SugarTree), and further deletes Section 7.1(a) as amended by the Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, hereinafter referred to as the 2020 Consolidated Amendment; and and otherwise confirms, retains and amends the following provisions of the Eighth Amendment And Supplement To The Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, Phase Four (renamed from SugarTree on the Brazos on June 12, 2018 to The Reserve At SugarTree), as follows:

Declarant also amends and deletes Section 7.1(b) which was added by amendment by the Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, hereinafter referred to as the 2020 Consolidated Amendment; and

Declarant otherwise confirms, retains and amends the following provisions of the Eighth Amendment and the Tenth Amendment (aka the 2020 Consolidated Amendment) To The Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, Phase Four (renamed from SugarTree on the Brazos on June 12, 2018 to The Reserve At SugarTree), as follows:

Subsection I (of the Eighth Amendment And Supplement To The Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos) amends and modifies the provision in the 5th paragraph in Article 8. Assessments, Section 8.1 that states in part “. . . (b) no Owner shall be obligated to pay more General, or Special Assessments in any one fiscal year than the amount allocated to two (2) Lots, irrespective of the number of Lots owned by such Owner in SugarTree . . .” to be hereby amended and modified to provide as follows:

Section 8.1(b) other than Declarant, every Owner of one or more Lots, shall be obligated to pay the General or Special Assessments in any fiscal year, beginning with the 2020 fiscal year, for each Lot owned by the Owner, regardless of how many Lots are owned by any such Owner in The Reserve At SugarTree.

E. Declarant also confirms and retains without change the following provisions of that certain **Supplemental Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos, Phase Three**, specifically **ARTICLE 1 Definitions**, **ARTICLE 2 Neighborhood Designation**, and **ARTICLE 4 Amendment to Supplemental Declaration**, except to correct the erroneous references in Article 4, Section 4.1 and 4.2 below referring to Declaration Sections 15.2(a) and 15.2(b) to the Master Declaration to properly state Sections 14.2(a) and 14.2(b) respectfully, and to confirm that the name of the Neighborhood was amended on June 12, 2018 to be **The Reserve At SugarTree**, as follows:

ARTICLE 1**Definitions**

The definitions set forth in Article 1 of the Declaration are hereby incorporated by reference, unless said terms are otherwise defined herein.

ARTICLE 2**Neighborhood Designation**

The Additional Property shall be designated as a Neighborhood, which shall be known as "The Reserve At SugarTree, Phase Three."

ARTICLE 4**Amendment to Supplemental Declaration**

4.1 **By Declarant.** This Supplemental Declaration may be unilaterally amended by Declarant in accordance with Section 14.2(a) of the Declaration.

4.2. **By Members.** In addition to the requirements of Section 14.2(b) of the Declaration with respect to amendment by Members, any amendment to this Supplemental Declaration shall also require the written consent or affirmative vote, or any combination allocated to the Lots subject to this Supplemental Declaration.

F. Declarant hereby specifically deletes in its entirety Article 10 **Use Restrictions**, Section 10.17 **Signs** of the First Amendment To The Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos and Article 10 **Use Restrictions**, Section 10.17 **Signs** of the Second Amendment To The Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos, both of which deleted and amended said Article 10 Use Restrictions, Section 10.17 Signs of the Master Declaration, which is hereby amended by the Declarant to provide as follows:

10.17 Signs. No sign, advertisements, billboards or advertising structure of any kind may be erected, maintained or displayed to the public view on any Lot without the written consent of the Architectural Review Board (the "ARB") and/or Declarant approving the design, construction materials, colors, content and time period of display, all determined in the sole discretion of the ARB or the Declarant. And no sign of any kind shall be displayed to the public view on any Lot more than three (3) feet in height above the ground, and shall be limited to one (1) professional security system sign of not more than one (1) square foot in size, one political election sign displayed ten (10) days prior to and during an election of not more than thirty-six inches (36") wide by thirty-six inches (36") long, and one (1) sign conforming to the rules of the Association of not more than thirty-six inches (36") wide by thirty-six inches (36") long, advertising the Lot for sale or for rent, or signs used by the Developer or Lot Owner or Realtor to advertise the Lot for sale,

or signs used by a Builder or supplier to advertise the Lot during the construction and sales period. All construction signs and for sale or for rent signs must be removed once the home is occupied. No other sign or unsightly object may be erected, placed, or permitted to remain on the Property or to be visible from the street or from windows in the dwelling without the ARB's prior written approval.

Builders, Lot Owners and Realtors must complete and submit a **Marketing Sign Application to the ARB** on the form provided by the ARB, along with a check for the required **Application Fee**, which shall initially be **Twenty-five Dollars (\$25.00)** payable to the Association. The Board may establish this fee by resolution at a different amount in its sole discretion from time to time. Contact information depicted on any sign may include only one of either the Lot Owner, Developer/Declarant, Builder or Realtor. The **ARB's approval may specify the sign's location on a Lot and its nature, appearance, dimensions, content, and time period of display of any sign or object.**

Subject to compliance with the sign size limitations herein and ARB specifications requirements set forth on the **Marketing Sign Application to the ARB**, signs displayed by Lot Owners, Builders or Realtors advertising weekend Open-House Events may be permitted to display an **"Open-House" rider on a for sale or for lease marketing sign** for an open-house event. The sign may be displayed beginning at 5:00 p.m. on Friday and must be removed no later than 7:00 p.m. on the following Sunday.

Owners hereby gives Developer/Declarant or any member of the ARB the right to enter upon the Owner's Lot to allow the Association to effect the removal of any sign or object that violates this Article or which the ARB deems inconsistent with neighborhood standards without liability for trespass or any other liability connected with the removal. Notwithstanding the foregoing, this provision shall not apply to entry, directional, traffic, safety, or other signs installed by the Developer/Declarant or its duly authorized agent as may be necessary or convenient for the marketing and development of the Property, including without limitation "for sale" signs installed by the Developer, or signs for Special Events conducted by the Developer/Declarant or approved by the ARB.

G. Declarant hereby specifically **deletes and removes in their entirety Articles 1 - 9 of the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos** to create and adopt of even date herewith a separate instrument in writing, duly signed, acknowledged and filed of record in the Parker County, Texas Official Records, to be known as the **Texas Legislative Policy**, which shall contain such Articles 1 - 9 and other laws passed by the Texas Legislature that affect Property Owner Associations, beginning with such laws passed during the Texas Legislature's 82nd Legislative Session. The Declarant and/or the Association's Board shall have the right at any time, and from time to time, without the joinder or consent of any

Owner or other party, to amend or supplement the Texas Legislative Policy as these and other Property Owners Associations laws are amended, modified and added by subsequent Sessions of the Texas Legislature. The Texas Legislature's laws represented by Articles 1 - 9 are referenced below and are hereby deleted and removed in their entirety from the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos and this Declaration, as amended, to create the Texas Legislative Policy described herein. Articles 1 - 9 being removed from this Declaration for adoption by the Declarant as a separate instrument in writing to be recorded in the Parker County, Texas Official Public Records and to be known as the Texas Legislative Policy of The Reserve At SugarTree POA are referenced as follows:

ARTICLE I ELECTIONS POLICY

The Legislature has amended the requirements for the holding of elections by Property Owners Associations and the procedures for voting on issues presented to the members of such Associations. The purpose of this policy is to clarify the requirements for such election and voting. In the event of conflict between this Policy and applicable law, it is the intent of the Association that applicable law shall control.

ARTICLE 2 FLAG DISPLAY

Pursuant to the provisions of new Texas Property Code Section 209.011, the purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of certain "Flags" as defined herein, within Sugartree on the Brazos subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

ARTICLE 3 PAYMENT PLAN POLICY

Pursuant to the provisions of new Texas property Code Section 209.0062 and in order to properly provide for the timely and efficient collection of assessments levied by the Association, the Board shall levy regular and/or special assessments in the manner required by the Association's governing documents, including its Articles of Incorporation/Certificate of Formation and Bylaws, and the restrictive covenants applicable to Sugartree on the Brazos subdivision, all of which are duly recorded in the Official Public Records of Parker County, Texas.

ARTICLE 4 RAINWATER COLLECTION SYSTEM REVIEW AND APPROVAL POLICY

Pursuant to the provisions of amended Texas Property Code Section 202.007, the purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of a "Rainwater Collection System" ("System") within the Sugartree on the Brazos subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

ARTICLE 5
RECORD PRODUCTION AND COPYING POLICY

Pursuant to the provisions of Texas Property Code Section 209.005, the purpose of this policy is to provide for the timely response to requests for production of or access to books and records of the Association, which shall be made available to the extent and in the manner provided by Texas Property Code Section 209.005. Certain Books and Records of the Association shall be confidential and are not subject to disclosure or production as provided by Texas Property Code Section 209.005(k).

ARTICLE 6
RECORDS RETENTION POLICY

Pursuant to the provisions of Texas Property Code Section 209.005(m), the purpose of this policy is to provide for the timely and efficient retention by the Association of the records of the Association.

ARTICLE 7
RELIGIOUS ITEM DISPLAY REVIEW AND APPROVAL POLICY

Pursuant to the provisions of new Texas Property Code Section 202.018, the purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation and display of one or more "Religious Items" ("Item") on the entry to the owner's or resident's dwelling within the subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

ARTICLE 8
ROOFING MATERIALS REVIEW AND APPROVAL POLICY

Pursuant to the provisions of new Texas Property Code Section 202.011, the purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of certain Roofing Materials, as defined herein, within the subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

ARTICLE 9
SOLAR ENERGY DEVICE REVIEW AND APPROVAL POLICY

Pursuant to the provisions of new Texas Property Code Section 202.010, the purpose of this policy is to provide for the timely and efficient review by the Association of applications for installation of a "Solar Energy Device" ("SED") within the subdivision and to establish guidelines for review and approval of applications to ensure compliance with the provisions of state law.

H. **Article 10 Declarant's Rights and Article 11 Voting of the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos shall remain in force, unchanged, as follows:**

ARTICLE 10
DECLARANT'S RIGHTS

1. **Right of Class "B" Member to Disapprove Actions.** So long as the Class "B" membership exists, the Class "B" Member shall have the right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgement of the Class "B" Member, would tend to impair rights of the Declarant or Builders under the Governing Documents, or interfere with development of, construction on, or marketing of any portion of the Properties, or diminish the level of services being provided by the Association. This right to disapprove is in addition to, and not in lieu of, any right to approve or disapprove specific actions of the Association, the Board or any committee as may be granted to the Class "B" Member or the Declarant in the Governing Documents. .
 - (a) The Class "B" Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address the Class "B" Member has registered with the secretary of the Association, which notice complies with the By-Laws and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth in reasonable particularity the agenda to be followed at such meeting. The class "B" Member may waive its right to receive notice in the same manner as provided in the By-Laws.
 - (b) The Class "B" Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein. The Class "B" Member its representatives or agents may make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee.
 - (c) No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (a) and (b) above have been met and the time period set forth in subsection (d) below has expired.
 - (d) The Class "B" Member, acting through any officer or director, agent or authorized representative, may exercise its right to disapprove at any time within ten (10) Days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) Days following receipt of written notice of the proposed action. No action, policy or program shall be effective or implemented if the Class "B"

Member exercised its right to disapprove. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, or the Board or the Association. The Class "B" Member shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

ARTICLE 11 VOTING

1. **Voting.** The Association shall have two classes of membership, Class "A" and Class "B" as set forth below.
 - (a) **Class "A".** Class "A" Members shall be all Owners except the Class "B" Members, if any. Class "A" Members shall have one equal vote for each Unit in which they hold the interest required for membership under Section 3.1; provided however, there shall be only one vote per Unit and no vote shall be exercised for any property which is exempt from assessment under Section 8.11. All Class "A" votes shall be cast as provided in Section 3.2(d) below.
 - (b) **Class "B".** The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the ByLaws and the Certificate, are specified in the relevant sections of this Declaration, the ByLaws and the Certificate. The Class "B" Member may appoint a majority of the Members of the Board of Directors during the Class "B" Control Period which shall continue until the first to occur of the following:
 - (i) When 95% of the total number of Units permitted by the Master Plan for the property described on Exhibits "A" and "B" have certificates of occupancy issued hereon and have been conveyed to Persons other than Builders; or
 - (ii) When, in its discretion, the Class "B" Member so determines and voluntarily relinquishes such right in a written instrument executed by Declarant and recorded in the Public Records.

After termination of the Class "B" Control Period, the Class "B" Member shall have a right to disapprove actions of the Board and committees as provided in the ByLaws. The Class "B" membership shall terminate upon the earlier of:

- (i) two years after expiration of the Class "B" Control Period; or

- (ii) when, in its discretion, the Declarant so determines and declares in a written instrument executed by Declarant and recorded in the Public Records.

Upon termination of the Class "B" membership, the Declarant shall be a Class "A" Member entitled to Class "A" votes for each Unit which it owns.

- (c) **Class "C"**. Class "C" Members shall be those owners or operators of any portion of the Adjacent Properties, including but not limited to any Private Amenities, that have entered into an agreement with the Association for the Association to provide sewerage treatment services to such owner's or operator's portion of the Adjacent Properties. Such agreement shall set forth the number of votes that any such owner or operator is entitled to cast on any matters requiring a vote of the Class "C" Members; provided however, that each Class "C" Member shall be entitled to at least one vote. Class "C" Members shall not have the right to vote on any matters except as specifically set forth in the Governing Documents.
- (c) **Additional Classes of Membership**. The Declarant may, by Supplemental Declaration, create additional classes of membership for the owners of Units within any additional property made subject to this Declaration pursuant to Article 7, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.
- (d) **Exercise of Voting Rights by Class "A" Members**. If there is more than one Owner of a Unit, the vote for such Unit shall be exercised as the co-Owners determine among themselves and advise the secretary of the Association in writing prior to the vote being taken. Absent such advice, the Unit's vote shall be suspended if more than one Person seeks to exercise it. No vote shall be exercised on behalf of any Unit if any assessment for such Unit is delinquent. If Voting Delegates have been elected pursuant to Section 3.4 the vote for each Unit owned by a Class "A" Member shall be exercised by the Voting Delegate representing the Neighborhood of which the Unit is a part, as provided in such Section.

I. Declarant confirms and retains without change, except for correcting the "10.14" typo designation referred to in the Declaration to correctly be "10.16," and additionally corrects the term "nonportable" to be "nonpotable" in said Section 10.16, the sole corrective amendments and modifications of the **Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree**, as follows:

1. **Irrigation Systems and Wells.** Section 10.16 is hereby deleted in its entirety and replaced as follows:

Section 10.16. Irrigation Systems and Wells. Sprinkler or irrigation systems shall be installed only in accordance with the Design Guidelines. Declarant shall have the right to install sprinkler or irrigation systems or nonpotable (sic. corrected from "nonportable") wells within the Common Area or upon abutting Properties which draw upon ground water within the Properties, and the Declarant and the Association shall have the right to draw water from such source within the Properties. Private water wells within the Properties may be drilled or constructed on an Owner's individual Lot so long as (1) the architectural design of any water well house is consistent with the architectural design of the residence on the same Lot; (2) the water well has been approved in advance by the Architectural Review Board, which such approval may be withheld by the Architectural Review Board in its sole and absolute discretion; and (3) the water well is used to dispense water solely for domestic use. The registration, construction, maintenance, use, operation, testing, monitoring, production, and plugging/capping of all water wells must comply with the rules, requirements, regulations, laws and/or policies of all applicable regulatory authorities, including but not limited to the Upper Trinity Conservation District. Neither the Declarant nor the Association makes any representation or warranty concerning the production capacity of any water well or the quality, potability, or safety of any water well or any water from any water well. Owners shall be required to plug any water wells that are permanently out of use in a timely manner.

J. Declarant confirms and retains the Master Declaration, as hereby amended, as specifically set forth in the following confirmed and retained provision of that certain **Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos** (renamed on June 12, 2018 as The Reserve At SugarTree POA, Inc.) and as further amended by that certain **Eighth Amendment and Supplement to the Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree**, and confirms and retains without change the deletion and replacement of the **fifth paragraph of Article 8.1 Creation of Assessments** of the Master Declaration, as follows:

No owner may exempt himself or herself from liability for assessments by non-use of Common Area, abandonment of his or her Lot, or any other means. Notwithstanding the above or anything herein to the contrary, however, (a) the obligation to pay assessments shall not commence until the Lot is conveyed to a Person other than the Declarant, as set forth in Section 8.5; (b) **other than Declarant, every Owner of one or more Lots, shall be obligated to pay the General or Special Assessments in any fiscal year, beginning with the 2020 fiscal year, for each Lot owned by the Owner, regardless of how many Lots are owned by any such Owner in The Reserve At SugarTree, and an Owner is not entitled to any reduction in assessments due on Owner's Lots if the Owner owns multiple Lots. If an Owner owns multiple Lots, the lien rights set forth herein shall attach to each and every Lot owned by said Owner in The Reserve At SugarTree for the full amount on all assessments and charges due and owing. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some**

action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action taken by the Association or Board.

K. Declarant confirms and retains the Master Declaration, as hereby amended, as specifically set forth in the following confirmed and retained provision of that certain **Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos** (renamed on June 12, 2018 as The Reserve At SugarTree POA, Inc.), to be effective on and from the August 14, 2017 date of recording of said Seventh Amendment in the Parker County, Texas Official Public Records, hereby confirming and retaining without change the deletion and replacement of the **Article 9 Architectural Standards, Section 9.4 Specific Guidelines and Restrictions, Subsection 9.4(k) Propane/Butane Tanks** of the Master Declaration, to thereupon state as follows:

SubSection 9.4(k). (effective August 14, 2017)

All future Propane/Butane Tanks.

- All propane/butane tanks for new construction (future placement or installation of any tank) must be buried underground and completely covered with level ground or be installed or placed in the side yard between front and rear boundaries of the Lot or Tract so as not to be visible from the street, adjoining Lot, or the golf course.
- If non-compliance is observed during installation, a stop work order may be issued until corrected.

Existing Propane/Butane Tanks.

- All existing tanks will have ninety (90) days from the effective date of the amendment in which they shall be buried or completely shielded or screened from view, with the proposed modification being submitted to the ARB for approval prior to commencement of any work.
- Lattice screening is not acceptable.
- Screening may include:
 - Vegetation such as permanently planted shrubs that remain green throughout the year (e.g. Texas Sage, Juniper, Elaeagnus, Willow Leaf Holly).
 - Brick similar to or matching the residence on the Lot.
- Work must be done within ninety (90) days to avoid incurring penalties and fines that may continue to accrue until corrected.

- After the ninety (90) day grace period, notices will be sent to the Owner in accordance with Association policy. Unless otherwise established by the Board of Directors, a fine of \$75 for each noncompliance letter sent will be charged, with up to two (2) letters sent per month. All other charges and fees that may be charged or assessed under the Declaration may apply to any such violation.

WHEREAS, the second paragraph of Section 9.3 Guidelines and Procedures. Design Guidelines of the Master Declaration establishes the authority of the Declarant during the Development Period to adopt and amend the Design Guidelines prospectively only, thereby “grandfathering” and remaining in full force and effect all previously approved structures following the commencement of construction of such structures from all newly amended requirements. The second paragraph of Section 9.3 of the Master Declaration is therefore restated below as the authority for the Declarant’s adoption of the amendments and modifications to the Design Guidelines concerning the Architectural Standards, Supplemental Architectural Standards and the Single Family Construction Use Restrictions, which are hereby adopted as stated below in Section 9.3 Guidelines and Procedures. Design Guidelines, as follows:

The Master Declaration’s second paragraph of Section 9.3 Guidelines and Procedures. Design Guidelines. During the Development Period, the Declarant shall have sole authority to adopt and amend the Design Guidelines. Thereafter, or at such earlier time as the Declarant may surrender such right in a written instrument in recordable form, the ARB shall have authority to amend the Design Guidelines. Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines; the Declarant or ARB, as appropriate, is expressly authorized to amend the Design Guidelines to remove requirements previously imposed or otherwise to make the Design Guidelines less restrictive. The ARB shall make the Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties.

L. Pursuant to the powers retained by Declarant, the provisions of the Master Declaration and the relevant Amendments “grandfathering” and supporting the prior approval of all previously constructed structures for Phase One, Phase Two and Phase Three of the Parker County, Texas subdivision now known as The Reserve At SugarTree are set forth below in this 2020 Consolidated Declaration Amendment as Subsections 1(a), 1(b) and 1(c), with the exception that the First Supplement to the Master Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos, Phase Two was been deleted and amended entirely by the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos, all other or such Subsections 1(a), 1(b) and 1(c) as stated hereinbelow, are hereby retained respectively, as follows:

1(a) Phase One – Article 9 Architectural Standards, Section 9.4 Specific Guidelines and Restrictions (a) Single Family Residential Construction of the Master Declaration, restricting Phase One of the single family residential subdivision, now known as The Reserve At SugarTree, which supported and continues to support the prior ARB approval of all previously constructed structures for Phase One of The Reserve At SugarTree Parker County, Texas subdivision, is repeated below and is reaffirmed unchanged for all such previously constructed structures.

9.4 Specific Guidelines and Restrictions

(a) Single Family Residential Construction. No building shall be erected, altered placed or permitted to remain on any Lot other than one (1) Dwelling per Lot to be used for single family residential purposes. All Dwellings, detached garages, workshops and Accessory Buildings must be approved in writing by the ARB prior to being erected, altered or placed on the Lot. The term "Dwelling" does not include single or double wide or other manufactured homes, and said manufactured homes are not permitted within the Subdivision. All Dwellings must have at least TWO THOUSAND, FOUR HUNDRED (2,400) square feet of heated and cooled living area, excluding porches, and minimum of a two (2) conventional car garage. No garage is permitted to face or open to the front or street side of the Lot or the golf course. On lots which corner on two streets, the narrow side is considered the front and any garage on a corner lot opening to any street side of the lot must be equipped with an automatic garage door opener and remain closed a majority of the time. Carports are not allowed. No structure shall exceed Thirty-Five (35') feet in Height as defined in Section 1.28. All improvements must be built with new construction materials with exterior walls being eighty percent (80%) masonry, glass or natural wood (i.e. no aluminum, asbestos siding, vinyl siding, plywood siding, or Masonite siding). No Accessory Buildings or storage buildings may be built and placed on the Lot unless approved by the Architectural Review Board as a variance. All Guest Houses must have a minimum of five hundred (500) square feet of living area, excluding porches. All Guest Houses must be built simultaneously as a main Dwelling or after construction of the main Dwelling, kept in good condition and must be of similar exterior construction as a main Dwelling. Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. As used herein, the term "single family residential purposes" shall be construed to prohibit manufactured housing, mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, condominiums, townhouses, or apartment houses. All Lots shall be for single family residential purposes and all homes must be site constructed. No gazebo, greenhouse, storage shed, clothesline or other similar structure shall be erected, constructed or placed upon any Lot without prior approval of the ARB, as a variance.

1(b) Phase Two - First Supplement to the Master Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos, Phase Two (herein referred to as the "Phase Two First Supplement"), due to a typo, erroneously stated for Phase 2, "All single-story dwellings must have at least TWO THOUSAND (2,000) square feet and two-story dwellings

must have at least TWENTY-TWO THOUSAND (2,200) square feet of heated and cooled living area, excluding porches, and a minimum of two (2) conventional car garage." Although the minimum square footage for two-story dwellings in Phase 2 was intended to be, and is hereby "grandfathered" to be TWO THOUSAND, TWO HUNDRED square feet (not the originally erroneously stated 20,200 square feet). The **Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos** amended and replaced the Phase Two First Supplement on the 14th day of September, 2016, stating "All Dwellings must have at least TWO THOUSAND, FOUR HUNDRED (2,400) square feet of heated and cooled living area, excluding porches, and a minimum of a two (2) conventional car garage."

1(c) Phase Three - Supplemental Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos, Phase Three, adopted and recorded on December 1, 2006 in the Official Records of Parker County, Texas, provided as follows:

**ARTICLE 3:
Use Restrictions**

In addition to the Use Restrictions set forth in Article 10 of the Declaration the following shall apply to SugarTree on the Brazos, Phase Three:

3.1 Lot Construction. The dwellings contained on the Lot shall meet the following standards:

(a) All dwellings must have no less than two thousand (2,000) square feet of living area, excluding porches and garages. One and one-half (1 ½) and two (2) story houses must have no less than two thousand two hundred (2,200) square feet of living area, excluding porches and garages. All improvements, including but not limited to the dwellings, must be constructed using new material.

**ARTICLE 4:
Amendment to Supplemental Declaration**

4.1 By Declarant. This Supplemental Declaration may be unilaterally amended by the Declarant in accordance with Section 14.2(a) (here correcting the erroneous reference to Section 15.2 (a) in the Fifth Amendment) of the Declaration.

4.2 By Members. In addition to the requirements of Section 14.2(b) (here correcting the erroneous reference to Section 15.2 (b) in the Fifth Amendment) Section of the Declaration with respect to amendment by Members, any amendment to this Supplemental Declaration shall also require the written consent or affirmative vote, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total Class "A" votes allocated to the Lots subject to this Supplemental Declaration.

The **Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos**, dated and recorded in the Official Public Records of Parker County on the 14th day of September, 2016, in its Recitals paragraph G provided, "Declarant

desires to amend the Phase 2 Supplement and the Phase 3 Supplement on the terms and conditions hereinafter set forth in order to reinstate the Single-family Residential Construction guidelines and covenants in Section 9.4 of the Declaration to all Lots in Phase 2 and Phase 3" and amended the Specific Guidelines and Restrictions for Single Family Residential Construction for both Phases 2 and 3, including raising the required square footage minimums in each Phase to 2,400 square feet, providing as follows:

NOW THEREFORE, Declarant hereby:

A. amends and modifies the Phase 2 as follows:

1. **Supplement to Architectural Standards.** *Article 1* is hereby deleted in its entirety and replaced as follows:

ARTICLE 1
Supplement to Architectural Standards

All Specific Guidelines and Restrictions set forth in Section 9.4(a) *Single Family Residential Construction* of the Declaration shall apply to Phase 2. Specifically, the following for residential construction apply to all Lots in Phase 2:

9.4 Specific Guidelines and Restrictions

(a) **Single Family Residential Construction.** No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) Dwelling per each Lot to be used for single family residential purposes. All Dwellings, detached garages, work shops and Accessory Building must be approved in writing by the ARB prior to be erected, altered or placed on the Lot. The term "Dwelling" does not include single or double wide or other manufactured homes, and said manufactured homes are not permitted within the Subdivision. All Dwellings must have at least TWO THOUSAND, FOUR HUNDRED (2,400) square feet of heated and cooled living area, excluding porches, and a minimum of a two (2) conventional car garage. No garage is permitted to face or open to the front or street side of the Lot or golf course. On lots which corner on two streets, the narrow side is considered the front and any garage on a corner lot opening to any street side of the lot must be equipped with an automatic garage door opener and remain closed a majority of the time. Carports are not allowed. No structure shall exceed Thirty-Five (35') feet in Height as defined in Section 1.28. All improvements must be built with new construction materials with exterior walls being eighty percent (80%) masonry, glass or natural wood (*i.e.* no aluminum, asbestos siding, vinyl siding, plywood siding, or Masonite siding). No Accessory Buildings or storage buildings may be built and placed on the Lot unless approved by the Architectural Review Board as a variance. All Guest houses must have a minimum of five hundred (500) square feet of living area, excluding porches. All Guest Houses must be built simultaneously as the main Dwelling or after construction of the main Dwelling, kept in good condition and must be of similar exterior construction as the main Dwelling. Any building, structure or improvement commenced

on any Lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. As used herein, the term "single family residential purposes" shall be construed to prohibit manufactured housing, mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, condominiums, townhouses, or apartments houses. All Lots shall be for single family residential purposes and all homes must be site constructed. No gazebo, greenhouse, storage shed, clothesline or other similar structure shall be erected, constructed or placed upon any Lot without prior approval or the ARB, as a variance.

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

A. **Amends and modifies the Phase 3 supplement as follows:**

1. **Supplement to Architectural Standards.** *Article 3* is hereby deleted in its entirety and replaced as follows:

ARTICLE 1
Supplement to Architectural Standards

All Specific Guidelines and Restrictions set forth in Section 9.4(a) Single Family Residential Construction of the Declaration shall apply to Phase 3. Specifically, the following guidelines for residential construction apply to all Lots in Phase 3:

9.4 Specific Guidelines and Restrictions

(a) **Single Family Residential Construction.** No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) Dwelling per each Lot to be used for single family residential purposes. All Dwellings, detached garages, work shops and Accessory Building must be approved in writing by the ARB prior to be erected, altered or placed on the Lot. The term "Dwelling" does not include single or double wide or other manufactured homes, and said manufactured homes are not permitted within the Subdivision. All Dwellings must have a t least TWO THOUSAND, FOUR HUNDRED (2,400) square feet of heated and cooled living area, excluding porches, and a minimum of two (2) conventional car garage. No garage is permitted to face or open to the front or street side of the Lot or the golf course. On lots which corner on two streets, the narrow side is considered the front and any garage on a corner lot opening to any street side of the lot must be equipped with an automatic garage door opener and remain closed a majority of the time. Carports are not allowed. No structure shall exceed Thirty-Five (35') feet in height as defined in Section 1.28. All improvements must be built with new construction materials with exterior walls being eighty percent (80%) masonry, glass or natural wood (*i.e.* no aluminum, asbestos siding, vinyl siding, plywood siding, or Masonite siding). No Accessory Buildings or storage buildings may be built and placed

on the Lot unless approved by the Architectural Review Board as a variance. All Guest Houses must a minimum of five hundred (500) square feet of living area, excluding porches. All Guest Houses must be built simultaneously as the main Dwelling, kept in good condition and must be of similar exterior construction as the main Dwelling. Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. As used herein, the term "single family residential purposes" shall be construed to prohibit manufactured housing, mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, condominiums, townhouses, or apartment houses. All Lots shall be for single family residential purposes and all homes must be site constructed. No gazebo, greenhouse, storage shed, clothesline or other similar structure shall be erected, constructed or placed upon any Lot without prior approval of the ARB, as a variance.

M. Declarant desires to delete in its entirety the Architectural Standards for previously constructed structures in Phase One, Phase Two and Phase Three for the Architectural Standards for "newly constructed" Dwellings, Guest Houses, garages, workshops and Accessory Buildings for Phase One, Phase Two, Phase Three, Phase Four, and for all future Phases added hereafter to the Property of The Reserve At SugarTree, effective January 1, 2020; however as set forth hereinabove, "grandfathering" previously approved structures to remain in full force and effect following the commencement of construction of such structures, by amending Article 9 Architectural Standards, Section 9.4 Specific Guidelines and Restrictions (a) Single Family Residential Construction of the Master Declaration (restricting Phase One), and amend Article 1 Supplement to Architectural Standards in the First Supplement to the Master Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos, Phase Two, and amend Article 3 Use Restrictions, Section 3.1. Lot Construction (a) in the Supplemental Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos, Phase Three, and amend Article 1 Supplement to Architectural Standards for the Phase 2, 9.4 Specific Guidelines and Restrictions (a) Single Family Residential Construction, and amend Article 1 Supplement to Architectural Standards for the Phase 3, 9.4 Specific Guidelines and Restrictions (a) Single Family Residential Construction in the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for SugarTree on the Brazos, and delete, amend and replace Article 1 Supplement to Architectural Standards in the Eighth Amendment and Supplement to the previously amended Master Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, for the Phase One, Phase Two, Phase Three and Phase Four, and for all future Phases added hereafter to the Property of The Reserve At SugarTree, effective January 1, 2020, following the recording of this 2020 Consolidated Amendment in the Parker County, Texas Official Public Records, as follows:

ARTICLE 1
Supplement to Architectural Standards

All Specific Guidelines and Restrictions set forth in Section 9.4(a) Single Family Residential Construction of the Declaration shall apply to Phase One, Phase Two, Phase Three,

and Phase Four, and all future Phases added to the Property of The Reserve At SugarTree, specifically, the following guidelines for residential construction, apply to all “newly constructed” Dwellings, Guest Houses, garages, workshops and Accessory Buildings commencing construction on all Lots in Phase One, Phase Two, Phase Three, Phase Four, and all future Phases added to the Property of The Reserve At SugarTree, effective January 1, 2020. All such structures previously approved and commencing construction are “grandfathered” to remain in full force and effect:

9.4 Specific Guidelines and Restrictions

(a) **Single Family Residential Construction.** No building shall be erected, altered or permitted to remain on any Lot other than one (1) Dwelling per each Lot to be used for single family residential purposes. All Dwellings, detached garages, workshops and Accessory Buildings must be approved in writing by the ARB prior to being erected, altered or placed on the Lot. The term “Dwelling” does not include single or double wide or other manufactured homes, and said manufactured homes are not permitted within the Subdivision.

All Dwellings, whose construction began on or after November 13, 2019, must have at least TWO THOUSAND, SEVEN HUNDRED (2,700) square feet of heated and cooled living area, excluding porches, and a minimum of two (2) conventional car garage. No garage is permitted to face or open to the front or street side of the Lot or the golf course. On Lots which corner on two streets, the narrow side is considered the front and any garage on a corner Lot opening to any street side of the Lot must be equipped with an automatic garage door opener and remain closed a majority of the time. Carports are not allowed. No structure shall exceed Thirty-Five feet (35') in Height as defined in Section 1.28. All improvements must be built with new construction materials with exterior walls being one hundred percent (100%) BRICK AND/OR ROCK, STUCCO OR GLASS (I.E. NO ALUMINUM, WOOD, ASBESTOS SIDING, VINYL OR PLYWOOD SIDING, HARDI-BOARD OR MASONITE SIDING). The exterior siding of all chimneys must be one hundred percent (100%) brick, rock or stone. No Accessory Buildings or storage buildings may be built and placed on the Lot unless approved by the Architectural Review Board as a Variance. As of November 13, 2019, all Guest Houses must have a minimum of SEVEN HUNDRED, FIFTY (750) SQUARE FEET OF LIVING AREA, EXCLUDING PORCHES. All Guest Houses must be built simultaneously as the main Dwelling or after construction as the main Dwelling. Any building, structure or improvement commenced on any Lot shall be completed as to exterior finish and appearance within six (6) months from the commencement date. As used herein, the term “single family residential purposes” shall be construed to prohibit manufactured housing mobile homes or trailers being placed on said Lots, or the use of said Lots for duplex houses, condominiums, townhouses, or apartment houses. All Lots shall be for single family residential purposes and all homes must be site constructed. No gazebo, greenhouse, storage shed, clothesline or other similar structure shall be erected, constructed or placed upon any Lot without prior approval of the ARB, as a Variance.

Unless a Variance is granted as provided in the second paragraph in Article I, Section 9.6 Variance hereinbelow, all newly constructed Dwellings commencing construction on or after January 1, 2020 must have at least TWO THOUSAND, SEVEN HUNDRED (2,700) square feet of heated and cooled living area, excluding porches, and a minimum of a two (2) conventional car garage, and must comply with the specific guidelines and specifications provided in this Paragraph M, Article I. Supplement to Architectural Standards, Section 9.4 Specific Guidelines and Restrictions, (a) Single Family Residential Construction provisions above.

Unless a Variance is granted as provided in the second paragraph in Article I, Section 9.6 Variance hereinbelow, all Guest Houses must have a minimum of SEVEN HUNDRED, FIFTY (750) square feet of heated and cooled living area, excluding porches, and must comply with the specific guidelines and specifications provided in this Paragraph M, Article I. Supplement to Architectural Standards, Section 9.4 Specific Guidelines and Restrictions, (a) Single Family Residential Construction provisions above.

N. Declarant desires to amend and supplement the Declaration Article 1, Section 9.6 Variance provision by adding a second paragraph to the existing one paragraph Variance provision, to read in its entirety as follows:

ARTICLE 1
Supplement to Architectural Standards

9.6 Variance. The Declarant or the ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations or other reasons require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the Declarant or ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

The Declarant or the ARB shall have the authority and discretionary right to authorize variances from compliance with the square footage minimum requirements for the heated and cooled living area of all Dwellings and Guest Houses in Phase One, Phase Two, Phase Three, Phase Four and all future Phases to be up to ten percent (10%) smaller than the established square footage minimum requirements when circumstances, such as the small size of a Lot, the unusual shape of a Lot, topography, natural obstructions, hardship, aesthetic or environmental considerations, or other reasons, are determined by the Declarant or the ARB on a case by case basis to merit granting a variance.

O. Declarant desires to amend Article 9 Architectural Standards, Section 9.4 Specific Guidelines and Restrictions, Subsection 9.4(b) **Central Sewage System and On-Site**

Sanitary Sewage Treatment Facilities of the Master Declaration, which was amended by that certain Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, effective on and from the September 13, 2019 date of recording of said Ninth Amendment in the Parker County, Texas Official Public Records.

Declarant therefore hereby amends Article 9 Architectural Standards, Section 9.4 Specific Guidelines and Restrictions, Subsection 9.4(b) **Central Sewage System and On-Site Sanitary Sewage Treatment Facilities** of the Master Declaration, as amended by the Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, effective on and from the September 13, 2019 date of recording of said Ninth Amendment in the Parker County, Texas Official Public Records. The Master Declaration's now deleted Subsection 9.4(b) prohibition of an on-site sanitary sewage treatment facility on any Lot in The Reserve At SugarTree was removed by the Ninth Amendment to allow Lot Owners to have an on-site sanitary sewage treatment facility on the Lot Owner's Lot, subject to receiving prior written approval from the Association's Architectural Review Board to allow Lot Owners qualifying for and receiving issuance of a permit for an on-site sanitary sewage treatment facility from Parker County Permitting. This amendment to the Ninth Amendment's Article 9.4, subsection (b) shall henceforth read as follows:

9.4 Specific Guidelines and Restrictions

(b) Central Sewage System and On-Site Sanitary Sewage Treatment Facilities. A central sewage system may be provided and operated by Undine, LLC ("Undine") or by its successors and assigns, or by a replacement provider and operator of a central sewage system available to the owners of Lots in The Reserve At SugarTree. Fees may be charged to the participating Lot Owners in The Reserve At SugarTree by such central sewage system provider and operator for the provision of this sewage service pursuant to the tariff of such provider, subject to the approval of the Public Utility Commission of Texas and/or any other agency of the State of Texas having supervisory and/or regulatory authority over the provider and operator of the central sewage system provided to The Reserve At SugarTree. An on-site sanitary sewage treatment facility may be permitted by the ARB for a residential Lot in The Reserve At SugarTree, subject to receipt by the ARB of a permit for an on-site sanitary sewage treatment facility for Owner's Lot issued by Parker County Permitting, Parker County, Texas, and further subject to ARB prior written approval of the Lot Owner's ARB application for the on-site sanitary sewage treatment facility proposed to be located and constructed on Owner's Lot.

NEW AMENDMENTS

(to the Master Declaration, effective January 1, 2020)

P. Declarant hereby amends the Declaration Article 4. Rights and Obligations of the Association, Section 4.3 Enforcement, Subsection (d), which provides as follows:

“Section 4.3 Enforcement The Board, or any committee established by the Board, may impose sanctions for violation of the Governing Documents after compliance with the notice and hearing provisions set forth in Section 3.24 of the Bylaws. Such sanctions may include, without limitation:

(e) **suspending an owner’s right to vote;”**

WHEREAS, Section 209.0059. Right to Vote (a) of the Texas Property Code, as amended, provides as follows:

“(a) A provision in a dedicatory instrument that would disqualify a property owner from voting in a property owners’ association election of board members or on any matter concerning the rights or responsibilities of the owner is void.”

NOW THEREFORE, Declarant hereby replaces and amends the Declaration Article 4. Rights and Obligations of the Association, Section 4.3 Enforcement, Subsection (d), by replacing Subsection (d) to provide as follows:

4.3(d) All Property Owners in the Reserve At SugarTree shall be allowed to vote in a property owners’ association election of board members or on any matter concerning the rights or responsibilities of the owner.

Q. Declarant hereby amends the Declaration by adding Section 9.3 Design Guidelines (renamed from Guidelines and Procedures, Design Guidelines), Subsection (e) Builder Construction Guidelines to provide as set forth below:

9.3 Design Guidelines. (e) Builder Construction Guidelines. Construction vendors and building contractors and subcontractors shall only be permitted inside the subdivision for construction related activities; and, unless permitted seasonally by the Association otherwise, their construction related activities presence shall be restricted on Mondays through Fridays from 7:00 a.m. until 7:00 p.m., on Saturdays from 7:00 a.m. until 5:00 p.m., with no presence permitted on Sundays. All Owners and contractors shall comply with construction regulations enacted from time to time by the Association. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas and vehicle parking direction; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, and Owners’ representatives on the Property at any time; the conservation of landscape materials; and fire protection. During the construction of any improvements on the Property, the owner shall provide a debris fence to keep the debris from going on any adjoining Property or into any waterway.

Upon formal, written approval by the Association, construction projects or other improvements shall commence within six (6) months of the approval date and shall be

prosecuted diligently to completion within nine (9) months of commencement unless an extension is granted in writing by the Association. If construction is not underway within the 6-month timeframe, the approval and all waivers will expire and a new approval must be made to the ARB before construction may commence. If construction is not completed within the required 9-month period, then after notice and hearing, the Association may impose a fine of Fifty and No/100 Dollars (\$50.00) per day on the Owner of the Lot until construction is completed or an extension is granted or the Owner can show to the satisfaction of the Board of Directors that the delay is due to circumstances beyond the Owner's control.

Lot Owners and all Building Contractors and Subcontractors must adhere to ALL the rules and regulations imposed herein and which may be adopted by the Board. Should any Lot Owner, Contractor or Subcontractor not abide by any such rules and conditions, the Board, at the recommendation of the ARB, may issue a STOP WORK ORDER and/or impose a fine against the Lot Owner initially established hereby to be One Hundred and No/100 Dollars (\$100.00) per day per violation of any of these rules and conditions as they occur and continue following written notice from the Association to the Lot Owner. The above rules and conditions and the frequency and amount of fines for violations of these rules and conditions, as amended, modified or deleted, may be amended, modified or deleted by the Board by Resolution in their sole discretion.

- (1) A temporary plastic construction fence will be installed inside the property line on the sides of the Lot if required by the ARB. This fence will remain in place throughout construction.
- (2) Soil erosion or silting must be controlled at all times. Throughout construction, silt fencing is required to be properly installed on the Lot anywhere along any adjacent waterway or drainage way, and along the golf course, and along the sides of any Lot where drainage may flow into adjacent properties.
- (3) No Owner or contractor may enter onto a Lot adjacent to the building site for purposes of ingress and egress to any Lot before, during or after construction unless the same Owner also owns the adjacent Lot, or unless written permission has been obtained from the adjacent Lot Owner.
- (4) The removal of tree stumps, trees, limbs, underbrush and any other debris from a Lot for construction of the residence must have written approval from the ARB prior to removal, and after ARB approval, must then be removed from the Lot, and must be removed and hauled out of the subdivision prior to starting construction. Burning is not allowed in the subdivision. Violation of this provision, particularly including but not limited to the removal of trees, shall subject the violator to fines imposed by the Board commensurate in the Board's discretion to the seriousness of the violation.

- (5) Lot Owners and Builders must mow and weed-eat the Lot regularly during home construction.
- (6) All building sites shall be kept clean and materials stored in an orderly manner. An acceptable metal trash receptacle must be maintained for construction debris, paper, food wrappings, drink containers, etc., which must be picked up regularly on a daily basis and deposited in that container. The Builder Contractor will be responsible for assuring that it is so used and will see that the trash is properly and timely disposed.
- (7) No trash, materials or excess dirt is allowed in the streets, or against any Common Area or other Owners' Lot or fencing, or on the Golf Course or in any drainage or waterway. Any such trash, materials or excess dirt or fill inadvertently spilled or otherwise deposited into these areas shall be removed by the Builder or Contractor without delay on a daily basis.
- (8) All vehicles belonging to work crews will either be parked on the Lot where the construction is occurring or on the same side of the street as the construction, unless street signage indicates otherwise. No vehicle may block a driveway or block a view of oncoming traffic or be parked on a neighbor's driveway or property without obtaining written permission of the neighboring property owner prior to construction.
- (9) Port-a-Can facilities must be provided at all job sites when site clearing begins, and must be maintained in place until construction is completed. The Port-a-Can must be placed on the Lot, not in the street, and must be serviced on a regular basis.
- (10) Permitted construction working hours are between 7:00 a.m. until 7:00 p.m. Monday through Saturday. No work is to take place in The Reserve At SugarTree on Sundays. Special early starts will be allowed for concrete slab pouring with prior permission from the ARB. The Board reserves the right to change open hours for construction activities in The Reserve At SugarTree.

R. Declarant hereby amends the Declaration by adding Section 9.4 Specific Guidelines and Restrictions, subsection (I) Roofs to provide as set forth below:

9.4(I) Roofs. The construction design and materials for roofs of residences and all other structures to be constructed on Lots in The Reserve At SugarTree must be submitted and approved by the Board or the Architectural Control Committee, and be in compliance in all respects with the applicable Parker County ordinance, prior to commencing any roof construction. The principal dwelling on a Lot, and any detached guest dwelling approved by Declarant or by the Architectural Control Committee to be constructed on a Lot, must each be built with matching, new, construction roofing material. All principal dwelling and guest dwelling roof pitches shall be a minimum of eight feet by twelve feet ("8/12") pitch. Principal dwelling and guest dwelling roofs must be covered with material having a manufacturer's warranty of at least thirty (30) years. Wood shake shingles shall not be

permitted. The use of asphalt tile and fiberglass shingles are permitted. Metal roof panels are permitted, but must be certified as at least 26 gauge. The color of roofing material must be an earth tone color approved by the ARB. The Board or the ARB may permit or require other weights, materials, and exterior colors.

The construction design and materials for roofs of all structures other than the principal dwelling and a detached guest dwelling planned to be constructed on Lots in The Reserve At SugarTree may at the discretion of the ARB not be required to comply with the roof requirements of the principal dwelling and detached guest houses, but must be submitted for approval to the ARB for different specifications and materials which may be granted by and in the discretion of the ARB, and be in compliance in all respects with the applicable Parker County ordinance, prior to commencing any roof construction.

S. Declarant hereby amends the Declaration by adding Section 9.4 Specific Guidelines and Restrictions, Subsection (m) Residential Landscaping and Maintenance to provide as set forth below:

9.4(m) Residential Landscaping and Maintenance. Prior to occupancy of any new dwelling, each Lot on which a dwelling is constructed shall have landscaping installed and maintained, at least including one 3" caliper tree in the front yard, and shrubs plus ground cover or mulch in the front yard planting beds, and grass of a sufficient quality, quantity and design in all the homes' yards to be compatible with The Reserve At SugarTree, as approved by the ARB. All Lot Owners, jointly and severally, shall have the duty and responsibility, at their sole cost and expense, to keep their Lots regularly mowed and edged, with grass and weed cuttings blown off the street, sidewalks and driveways, and their Homes, Guest Homes and other Improvements in a well-maintained, safe, clean and attractive condition at all times. All Lot owners are further obligated to fertilize and otherwise maintain such Owners' or Residents' (including lessees') yards, and are also responsible for irrigating and otherwise watering their lawns and all plants and trees on their Lots, and to promptly replace all dead or dying trees or plants on their Lot. If in the opinion of the ARB an Owner or Resident either violates the landscaping or other maintenance rules of this Declaration or other rules promulgated by the Association's Board, or in the sole opinion of the ARB causes or allows damage to occur to his yard, plant beds, other landscaping, or sprinkler system, the Association may perform such landscaping or other maintenance which the Association deems appropriate at the offending Owner's or Resident's expense, and such Owner or Resident shall be liable for the cost of any maintenance, repair or restoration which may be performed by Declarant or the Association. The Owner of a Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the landscaping and yard maintenance requirements of this Article. No person may perform landscaping, planting, or gardening on the Common Area without the Board's prior written

authorization.

Landscape maintenance by Lot Owners shall include, but is not limited to the following:

- (1) Promptly removing from the exterior of their Lot, and from sight, all litter, trash, debris, refuse and wastes;
- (2) Remove any dead and fallen trees;
- (3) Regularly watering sufficient to keep grass and plant material alive;
- (4) Keeping exterior lighting and mechanical facilities in working order;
- (5) Keeping lawn and garden areas alive, free of weeds and attractive;
- (6) Keeping driveways maintained in good repair and clean;
- (7) Complying with all government health and policy requirements; and
- (8) Promptly repairing damage to improvements visible to the public.

T. The following amendment and supplement to Article 1, Section 9.6 Variance of the Declaration retains the existing first paragraph without amendment, and Declarant hereby amends Section 9.6 Variance by adding a second paragraph to the existing one paragraph Variance provision, hereby amending and supplementing Article 1, Section 9.6 of the Declaration to read in its entirety as follows:

ARTICLE 1

Supplement to Architectural Standards

9.6 Variance.

The Declarant or the ARB may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations or other reasons require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) prevent the Declarant or ARB from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

The Declarant or the ARB shall have the authority and discretionary right to authorize variances from compliance with the square footage minimum requirements for the heated and cooled living area of all Dwellings and Guest Houses in Phase One, Phase Two, Phase Three, Phase Four and all future Phases to be up to ten percent (10%) smaller than the established square footage minimum requirements when circumstances, such as the small size of a Lot, the unusual shape of a Lot, topography, natural obstructions,

hardship, aesthetic or environmental considerations, or other reasons, are determined by the Declarant or the ARB on a case by case basis to merit granting a variance.

Declarant hereby amends the Declaration by adding Section 10.3 Vehicles (c) Vehicles Prohibitions and Permissions as a supplement to Section 10.3 Subsections (a) and (b) to provide as set forth below:

10.3(c) Vehicles Prohibitions and Permissions. Except for drop-offs and pick-ups of people or materials, or as authorized by the Association in special circumstances for special events, no trucks, trail bikes, motorcycles, recreational vehicles, motor homes, motor coaches, campers, trailers, boats or boat trailers, marine craft, hovercraft, aircraft, ATV, bus, commercial truck cabs, or similar vehicles shall be parked, stored or in any manner kept or placed on any private street in The Reserve At SugarTree subdivision, or on any portion of a Lot other than in an enclosed garage or in an auxiliary structure approved by the ARB. However, invited guests visiting permanent residents of The Reserve At SugarTree in customary personal passenger vehicles shall be permitted to temporarily park in the driveways of the host resident's Lot during the day, evenings, or overnight for up to seventy-two (72) hours during any month.

As an exception to this prohibition, and subject to compliance with all other parking rules, recreational vehicles, motor homes, and travel trailers shall be permitted to temporarily park in an Owner's driveway during loading and unloading for up to seventy-two (72) hours per stay, but no more than sixty (60) days total per calendar year. No such vehicle shall be used as a residence or office temporarily or permanently. Vehicles that transport flammatory or explosive cargo, except those used by a Builder during the construction or repair of improvements, are prohibited from the Property at all times.

Without prior written ARB or Board approval, no vehicles which are not customary personal passenger vehicles, and any vehicle or equipment, or unregistered automobile or truck, which the Board deems to be a nuisance, unsightly, or inappropriate, may be parked for storage in a driveway, or on any street in The Reserve At SugarTree subdivision, or on any portion of a Lot other than in an enclosed garage or other Accessory building approved by the ARB.

This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity. Nor may this restriction be deemed to prohibit commercial and construction vehicles in The Reserve At SugarTree subdivision in the ordinary course of business from making deliveries or otherwise providing service to the Property or for the construction of homes or other improvements on the Lots of Owners.


No work on automobiles or other vehicle repair shall be permitted to be performed in any visible or exposed portion of the Property except in emergencies. The Board may effect the removal of any vehicle in violation of the Declaration or these Rules without liability to the Owner or operator of the vehicle. Vehicles may only park in the private streets within The Reserve At SugarTree subdivision with special written permission from the ARB or the Board or its designated representative on special occasions. For traffic safety, vehicles authorized to park in the private streets within The Reserve At SugarTree subdivision must only park on the right side of the street, facing in the same direction of traffic on that side of the street.

Declarant hereby amends the Declaration by adding Section 10.3 Vehicles (d) Drivers of Vehicles as a supplement to Section 10.3 Subsections (a) and (b) to provide as set forth below:

10.3(d) Drivers of Vehicles. Drivers of vehicles on the interior roads of The Reserve At SugarTree must be at least sixteen (16) years of age and licensed to drive in the State of Texas; or drivers of golf carts, ATVs, or similar vehicles on the interior roads of The Reserve At SugarTree must be at least fourteen (14) years of age and be accompanied by an adult of at least eighteen (18) years of age licensed to drive in the State of Texas. Enforcement of any violation of this provision shall be removal of privileges to use the Association's Amenity Center complex and be subject to a fine imposed at the discretion of the ARB with the approval of the Board.

EXECUTED this 20 day of January, 2020.

**THE RESERVE AT SUGARTREE POA, INC.
YALUMBA PARTNERS, LP, Declarant**

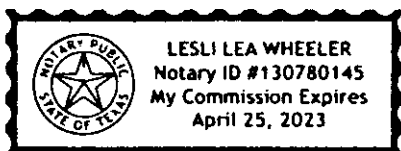

Tim Smith, Chairman of the Board and President

STATE OF TEXAS)
)
COUNTY OF HARRIS) KNOW ALL MEN BY THESE PRESENTS

This instrument was acknowledged before me on January 20, 2020 by Tim Smith, Chairman of the Board and President of Yalumba Partners, LP, Declarant of The Reserve At SugarTree POA, Inc.


Notary Public, State of Texas

My commission expires: April 25, 2023



CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the 2020 Amended Consolidated Amendment, being the eleventh Amendment to the Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, as previously amended, adopted by Yalumba Partners, LP, the Declarant of **THE RESERVE AT SUGARTREE POA, INC.**, a Texas non-profit corporation, on the 21 day of January, 2020, to be effective following recording in the Official Records of Parker County, Texas after 30 days written notice delivered to all Members of The Reserve At SugarTree, POA, Inc.

THE RESERVE AT SUGARTREE POA, INC.
YALUMBA PARTNERS, LP, Declarant

Cathy Devlin
 Cathy Devlin, POA Secretary

STATE OF TEXAS

X

COUNTY OF PARKER

X

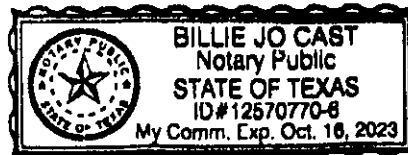
KNOW ALL MEN BY THESE PRESENTS

X

This instrument was acknowledged before me on January 21, 2020 by Cathy Devlin, Secretary of The Reserve At SugarTree, Inc.

Billie Jo Cast
 Notary Public, State of Texas

My commission expires:

10/16/23

Return to:

Susan Hall
 TX-POA Management, LLC, Manager of
 The Reserve At SugarTree POA, Inc.
 510 West Pearl St. Suite 100
 Granbury, Texas 76048

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Lila Deakle

202001780
 01/21/2020 04:19 PM
 Fee: 162.00
 Lila Deakle, County Clerk
 Parker County, Texas
 AMENDMENT