

**EIGHTH AMENDMENT AND SUPPLEMENT
TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE RESERVE AT SUGARTREE
(formerly known as SUGARTREE ON THE BRAZOS)**

This Eighth Amendment and Supplement to the Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, formerly known as SugarTree on the Brazos, Phases Two and Three (the "Eighth Amendment") is made by YALUMBA PARTNERS, LP, a Texas limited partnership ("Declarant") on the 12 day of November, 2018, to be effective on December 15, 2018 following recording in the Official Records of Parker County, Texas., and following at least thirty (30) days written notice to the Members of The Reserve At SugarTree POA, Inc., as follows:

RECITALS:

A. Bluegreen Southwest One, L.P., a Delaware limited partnership (the "Original Declarant") previously recorded 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

B. 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

C. 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

D. 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 all of MKP's rights, titles, powers, duties, obligations and interests, as the Declarant, under the Declaration; and

E. 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

F. Declarant desires to amend the Declaration and all previous Amendments and Supplements to the Declaration for the following "summarized purposes" on the terms and conditions hereinafter set forth in Sections G, H and I, following these Recitals.

1. pursuant to the terms 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"), Article 7 of the Declaration provides that the Declarant may submit certain additional property ("Additional Property") to be subject to the terms of the Declaration, the Declarant desires to add the Phase Four Additional Property described on Exhibit "A" attached hereto; and
2. to amend the Declaration Article 7 to add a new Section 7.1(a) to require that all Lot Owners, other than Declarant or Home Builders, purchasing from the Declarant or from a Home Builder, one or more Lots in the Phase Four Additional Property and in any future Additional Property Phases added to SugarTree on the Brazos, shall be required to become Social Members of the SugarTree Golf Club at the then current membership fee and subject to the then prevailing rules of the SugarTree Golf Club upon acquiring title to such Lot; and
3. to amend the provision in the 5th paragraph in Article 8. Assessments, Section 8.1 that states in part ". . . 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 provide that every Owner of one or more Lots, other than Declarant, shall be obligated to pay the General or Special Assessments in any fiscal year for each Lot owned by the Owner, regardless of how many Lots are owned by an Owner; and
4. to amend Declaration Article 1, Section 9.4(a) to change the square footage minimum requirement for the heated and cooled living area of all Dwellings in Phase 1, Phase 2, Phase 3 and all future Phases to be 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
5. to amend Declaration Article 1, Section 9.4(a), effective January 1, 2019, to change the square footage minimum requirement for the heated and cooled living area of all Guest Houses in Phase 1, Phase 2, Phase 3 and all future Phases to be at least SEVEN HUNDRED, FIFTY (750) square feet of heated and cooled living area, excluding porches; and
6. to amend the Declaration Article 1, Section 9.6 Variance provision to add the authority and discretionary right of the Declarant 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 1, Phase 2, Phase 3 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 require in the sole discretion of the Declarant on a case by case basis.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration, effective on the date of recording in the Official Public Records of Parker County of this Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree, as follows:

G. 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 on Exhibit "A" attached hereto and incorporated herein by reference, which is hereby designated as a Neighborhood known as "SugarTree on the Brazos, Phase Four," which shall also be known as "The Reserve At SugarTree, Phase Four" or simply "Phase Four;" and

H. amends the Declaration Article 7 by adding a new Section 7.1(a) which shall read as follows:

Section 7.1(a) All Lot Owners, other than Declarant or Home Builders, purchasing from the Declarant or from a Home Builder, owning one or more Lots in the Phase Four Additional Property and in any future Additional Property Phases added to SugarTree on the Brazos, shall hereby be required to become Social Members of the SugarTree Golf Club at the then current membership fee and subject to the then prevailing rules of the SugarTree Golf Club upon acquiring title to such Lot.

I. 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 2019 fiscal year, for each Lot owned by the Owner, regardless of how many Lots are owned by any such Owner in SugarTree.

J. amends and modifies the Phase 1, Phase 2 and Phase 3, and additionally applies the following provision to all future Phases added to the Property of The Reserve At SugarTree, 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 1, Phase 2, Phase 3 and all future Phases added to the Property of The Reserve At SugarTree. Specifically, the following guidelines for residential construction apply to all Lots in Phase 1, Phase 2, Phase 3 and all future Phases added to the Property of The Reserve At SugarTree:

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 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 a 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. 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%) BRICK AND/OR ROCK, GLASS OR NATURAL WOOD (I.E. NO ALUMINUM, ASBESTOS SIDING, VINYL OR PLYWOOD SIDING, HARDI-BOARD 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 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 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 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.

K. amends and supplements 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, 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 1, Phase 2, Phase 3 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.

EXECUTED this 12 day of November, 2018.

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



Tim Smith, Chairman of the Board and President

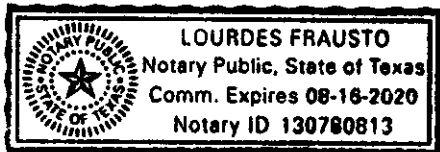
STATE OF TEXAS)
)
COUNTY OF HARRIS) **KNOW ALL MEN BY THESE PRESENTS**

This instrument was acknowledged before me on November, 12, 2018 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: 8/16/2020



CERTIFICATE

I HEREBY CERTIFY that the foregoing is a true, complete, and correct copy of the Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for The Reserve At SugarTree adopted by Yalumba Partners, LP, the Declarant of **THE RESERVE AT SUGARTREE POA, INC.**, a Texas non-profit corporation, on the ___ day of November, 2018, to be effective on December 15, 2018, following recording in the Official Records of Parker County, Texas.

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

Deby Sebastian
Deby Sebastian, POA Secretary

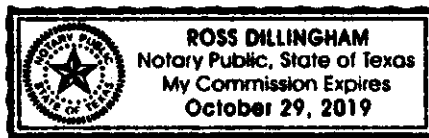
STATE OF TEXAS)
)
COUNTY OF PARKER)

KNOW ALL MEN BY THESE PRESENTS

This instrument was acknowledged before me on November, 13th, 2018 by Deby Sebastian, Secretary of The Reserve At SugarTree, Inc.

R. Dillingham
Notary Public, State of Texas

My commission expires: 10/29/2019



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

EXHIBIT A**THE RESERVE AT SUGARTREE – PHASE 4
LEGAL DESCRIPTION****TRACT ONE:**

Being a 35.723 acre tract of land situated in the M. Huffman Survey, Abstract No. 563, and the

Elijah Blanton Survey, Abstract No. 32, Parker County, Texas, and being part of a called 403.4

acre tract of land (Tract 3) described in deed to Bluegreen Southwest One, LP., as recorded in

Volume 2273, Page 1557, Deed Records, Parker County, and partly lying in the Sugartree Golf

and Country Club Addition Phase I, an addition to Parker County, Texas, according to the plat

recorded in Cabinet A, Slide 737, Plat Records of said County, said 35.723 acre tract being more

particularly described by metes and bounds as follows: Beginning at a 5/8-inch iron rod with cap

stamped "BHB INC" found for the east corner of Lot 213, Sugartree on the Brazos, Phase Three,

an addition to Parker County, as recorded in Cabinet C, Slide 491, Plat Records, Parker County,

Texas, said corner also being in a boundary line of said 403.4 acre tract:

Thence Northeasterly, with the common boundary line of said Phase I and said 403.4 acre tract,

the

following courses:

South 67 degrees 00 minutes 25 seconds East, a distance of 296.35 feet to a 5/8-inch iron rod with

cap stamped "BHB INC" found for corner;

South 85 degrees 36 minutes 13 seconds East, a distance of 105.53 feet to a 5/8-inch iron rod with

cap stamped "BHB INC" found for corner;

South 85 degrees 31 minutes 37 seconds East, a distance of 72.93 feet to a 5/8-inch iron rod with

cap stamped "BHB INC" found for corner;

South 65 degrees 06 minutes 09 seconds East, a distance of 109.19 feet to a 5/8-inch iron rod with

cap stamped "BHB INC" found for corner;

South 76 degrees 23 minutes 11 seconds East, a distance of 0178.13 feet to a 5/8-inch iron rod with

cap stamped "BHB INC" found for corner;

North 80 degrees 01 minutes 03 seconds East, a distance of 122.19 feet to a 5/8-inch iron rod with

cap stamped "BHB INC" found for corner;

North 12 degrees 13 minutes 41 seconds East, a distance of 100.84 feet to a 5/8-inch iron rod with cap stamped "BHB INC" found for corner;

North 27 degrees 59 minutes 36 seconds West, a distance of 115.94 feet to a 5/8-inch iron rod with cap stamped "BHB INC" found for corner;

North 65 degrees 03 minutes 00 seconds West, a distance of 90.58 feet to a 5/8-inch iron rod with cap stamped "BHB INC" found for corner;

North 69 degrees 41 minutes 45 seconds West, a distance of 81.16 feet to a 5/8-inch iron rod with cap stamped "BHB INC" found for corner;

North 81 degrees 06 minutes 39 seconds West, a distance of 45.78 feet to a 5/8-inch iron rod with cap stamped "BHB INC" found for corner;

South 65 degrees 26 minutes 48 seconds West, a distance of 62.40 feet to a 5/8-inch iron rod with cap stamped "BHB INC" found for corner;

North 76 degrees 19 minutes 21 seconds West, a distance of 115.29 feet to a 5/8-inch iron rod with cap stamped "BHB INC" found for corner;

North 51 degrees 52 minutes 04 seconds West, a distance of 92.93 feet to a 5/8-inch iron rod with cap stamped "BHB INC" found for corner;

North 61 degrees 06 minutes 44 seconds West, a distance of 154.12 feet to a 5/8-inch iron rod with cap stamped "BHB INC" found for corner;

North 58 degrees 10 minutes 27 seconds West, a distance of 196.14 feet to a 5/8-inch iron rod with cap stamped "TNP" found for corner;

North 64 degrees 12 minutes 07 seconds West, a distance of 117.16 feet to a point for corner from which a 5/8-inch iron rod with cap stamped "TNP" found bears South 58 degrees 17 minutes 44 seconds West, a distance of 0.20 feet;

North 62 degrees 41 minutes 29 seconds West, a distance of 46.57 feet to a 5/8-inch iron rod found for corner;

North 13 degrees 34 minutes 20 seconds East, a distance of 180.32 feet to a 5/8-inch iron rod with cap stamped "TNP" found for corner;

North 43 degrees 51 minutes 28 seconds East, a distance of 94.44 feet to a 5/8-inch iron rod with cap stamped "TNP" found for corner;

North 44 degrees 48 minutes 37 seconds East, a distance of 107.12 feet to a 5/8-inch iron rod with

cap stamped "TNP" found for corner;
South 51 degrees 20 minutes 41 seconds East, a distance of 77.82 feet to a 5/8-inch iron rod with
cap stamped "TNP" found for corner;
South 45 degrees 38 minutes 37 seconds East, a distance of 88.25 feet to a 5/8-inch iron rod with
cap stamped "TNP" found for corner;
South 39 degrees 18 minutes 08 seconds East, a distance of 140.83 feet to a 5/8-inch iron rod with
cap stamped "TNP" found for corner;
South 42 degrees 18 minutes 36 seconds East, a distance of 345.12 feet to a 5/8-inch iron rod with
cap stamped "TNP" found for corner;
South 31 degrees 54 minutes 26 seconds East, a distance of 134.47 feet to a point for corner from
which a 5/8-inch iron rod with cap stamped "BHB INC" found bears South 27 degrees 53 minutes
32 seconds West, a distance of 0.22 feet;
North 76 degrees 04 minutes 36 seconds East, a distance of 174.89 feet to a 5/8-inch iron rod with
cap stamped "TNP" found for corner;
North 31 degrees 38 minutes 26 seconds West, a distance of 131.81 feet to a 5/8-inch iron rod with
cap stamped "TNP" found for corner;
North 24 degrees 55 minutes 11 seconds West, a distance of 6.69 feet to a 5/8-inch iron rod with
cap stamped "TNP" found for corner;
North 11 degrees 30 minutes 05 seconds West, a distance of 193.20 feet to a point for corner from
which a 5/8-inch iron rod found bears South 52 degrees 22 minutes 54 seconds West, a distance of
0.35 feet;
North 78 degrees 38 minutes 45 seconds East, a distance of 116.08 feet to a 5/8-inch iron rod with
cap stamped "TNP" found for corner;
South 77 degrees 32 minutes 55 seconds East, a distance of 197.28 feet to a 5/8-inch iron rod found
for corner;
North 39 degrees 20 minutes 52 seconds East, a distance of 131.02 feet to a 5/8-inch iron rod with
cap stamped "TNP" found for the southwest corner of Lot 39R, Replat of Sugartree on the
Brazos, Phase One, an addition to Parker County, as recorded in Cabinet C, Slide 313 of said Plat
Records;

Thence Easterly, with the southerly boundary lines of said Replat of Phase One and the southerly boundary lines of Sugartree on the Brazos, Phase One, an addition to Parker County, as recorded in Cabinet C, Slide 239 of said Plat Records, the following courses:

South 60 degrees 30 minutes 49 seconds East, a distance of 194.44 feet to a point for corner from which a 5/8-inch iron rod found bears South 09 degrees 57 minutes 15 seconds West, a distance of 0.21 feet;

North 58 degrees 12 minutes 09 seconds East, a distance of 90.12 feet to a 6-inch iron rod with yellow cap stamped "RPLS 3963" set for corner from which a 6-inch iron rod found bears North 12 degrees 33 minutes 53 seconds East, a distance of 1.53 feet;

South 80 degrees 51 minutes 27 seconds East, a distance of 159.72 feet to a 1/2-inch iron rod with yellow cap stamped "RPLS 3963" set for corner from which a 6-inch iron rod found bears North 13 degrees 58 minutes 51 seconds East, a distance of 0.98 feet;

South 69 degrees 19 minutes 37 seconds East, a distance of 170.89 feet to a 6-inch iron rod with yellow cap stamped "RPLS 3963" set for corner from which a 6-inch iron rod found bears North 07 degrees 57 minutes 56 seconds East, a distance of 0.49 feet;

South 75 degrees 26 minutes 38 seconds East, a distance of 60.17 feet to a point for corner from which a 6-inch iron rod found bears North 02 degrees 12 minutes 09 seconds East, a distance of 0.23 feet;

North 88 degrees 29 minutes 20 seconds East, a distance of 83.81 feet to a 6-inch iron rod found for an ell corner of said 403.4 acre tract and the northwest corner of a called 20.060 acre tract of land described in deed to Kimberlyn D. Miller and Mark Miller, as recorded in Volume 2102, Page 895 of said Deed Records;

Thence South 01 degrees 09 minutes 01 seconds East, with the common boundary line of said 406.4 acre tract and said 20.020 acre tract, a distance of 780.40 feet to a 6-inch iron rod found for the southwest corner of said 20.020 acre tract and a southeast corner of said 403.4 acre tract, said corner being in the north boundary line of a 3.149 acre tract of land described in deed to Stephen C. Anderson et ux, as recorded in Volume 2651, Page 1011 of said Deed Records;

Thence South 88 degrees 57 minutes DO seconds West, with a southerly boundary line of said 403.4 acre tract and partly with the north line of said 3.149 acre tract, a distance of 739.13 feet to a 6-inch iron rod with yellow cap stamped "RPLS 3963" set for an ell corner of said 403.4 acre tract;

Thence South 01 degrees 03 minutes DO seconds East, with a boundary line of said 403.4 acre tract, a distance of 74.64 feet to a 6-inch iron rod with yellow cap stamped "RPLS 3963" set for corner in the common boundary line of said 403.4 acre tract and called 80.43 acre tract of land described in deed to Stephen C. Anderson et ux, as recorded in Volume 2651, Page 1011 of said Deed Records;

Thence South 54 degrees 43 minutes 46 seconds West; with the common boundary line of said 403.4 acre tract of said 80.43 acre tract, a distance of 400.60 feet to a 5/8-inch iron rod with cap stamped "TNP" found for a southeasterly corner of said 403.4 acre tract;

Thence South 88 degrees 28 minutes 20 seconds West, with a southerly boundary of said 403.4 acre tract, a distance of 782.30 feet to a 5/8-inch iron rod with cap stamped "TNP" found for an

easterly corner of Lot 242 of said Sugartree on the Brazos, Phase Three; Thence Northerly, with the easterly boundary line of said Phase Three, the following courses:

North 41 degrees 03 minutes 13 seconds West, a distance of 179.28 feet to a 5/8-inch iron rod with cap stamped "BHB INC" found;

North 42 degrees 27 minutes 55 seconds East, a distance of 245.41 feet to a point for corner from which a 6-inch iron rod found bears North 40 degrees 12 minutes 14 seconds West, a distance of 0.23 feet;

North 18 degrees 05 minutes 49 seconds East, a distance of 60.00 feet to a 6-inch iron rod with yellow cap stamped "RPLS 3963" set for the beginning of a non-tangent curve to the right having a radius of 270.00 feet whose chord bear North 65 degrees 14 minutes 41 seconds West, a distance of 62.61 feet;

Northwesterly, with said curve to the right, through a central angle of 13 degrees 19 minutes DO seconds, an arc distance of 62.75 feet to a 6-inch iron rod found for corner;

**North 31 degrees 52 minutes 00 seconds East, a distance of 298.66 feet to the
Point of Beginning
and Containing 1,556,108 square feet or 35.723 acres of land.**

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

A handwritten signature in cursive script that reads "Jeane Brunson". The signature is written in black ink and is positioned above the printed text.

201828937
11/14/2018 11:16 AM
Fee: 74.00
Jeane Brunson, County Clerk
Parker County, Texas
AMENDMENT