

**FIRST AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BRIDLECREEK**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, C.C. Kluge 51.95, L.P., a Texas limited partnership (“**Declarant**”), caused the instrument entitled “Declaration of Covenants, Conditions and Restrictions for Bridlecreek” (the “**Original Declaration**”) to be recorded in the Official Public Records of Real Property of Harris County, Texas on October 12, 2016 under Clerk’s File No. RP-2016-461375, which instrument imposes various covenants, conditions, restrictions, liens and charges on the following real property:

Bridlecreek, a subdivision in Harris County, Texas according to the map or plat thereof recorded under Film No. 679581 of the Map Records of Harris County, Texas

and,

WHEREAS, C.C. Kluge 51.95, L.P., as Declarant, caused the “Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bridlecreek” (the “**Declaration**”) to be recorded in the Official Public Records of Harris County, Texas on June 16, 2017 under the Document No. RP-2017-268432, which instrument amended and restated the Original Declaration in its entirety; and

WHEREAS, the Declaration grants to Declarant, for a period of twenty (20) years after the date of recording the Declaration, the authority to amend the Declaration, without the joinder or consent of any other party, so long as an amendment does not materially and adversely affect and substantive rights of the Lot Owners; and

WHEREAS, Declarant desires to amend the Declaration in a manner that does not materially and adversely affect any substantive rights of the Lot Owners;

NOW, THEREFORE, C.C. Kluge 51.95, L.P., as Declarant, hereby amends the Declaration as follows:

1. Article I, Section L, of the Declaration, entitled “**Development Period**”, is amended to read as follows:

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L. **DEVELOPMENT PERIOD** – The period during which Declarant reserves the right to facilitate the development, construction, and marketing of the Community. The Development Period will exist until December 31, 2050 or as long as Declarant owns a Lot subject to the provisions of this Declaration, whichever period is longer, unless Declarant terminates the Development Period on an earlier date by an instrument duly executed by Declarant and recorded in the Official Public Records of Real Property of Harris County, Texas.

2. Article III, Section 3.2.O., of the Declaration, entitled “**Landscaping**”, is amended to read as follows:

O. **LANDSCAPING.** The landscaping installed on a Lot at the time of initial construction of a Residential Dwelling on the Lot must comply with all of the requirements set forth in the Residential Design Guidelines. The landscape design for a Lot and replacement plants are generally required to conform to the original design and plant materials installed at the time of initial construction of a Residential Dwelling on the Lot. Modifications to planting beds or plant materials and additional landscaping after the initial landscaping require the prior written approval of the Architectural Review Committee and must comply with the Residential Modification Guidelines.

The installation of drought-resistant landscaping and water-conserving natural turf require the prior written approval of the Architectural Review Committee and will be reviewed by the Architectural Review Committee to ensure, to the extent practicable, maximum aesthetic compatibility with other landscaping in Bridlecreek. Full green lawns (turf) are, as a general rule, required in the front yard space and the space along the side of the Residential Dwelling on a Lot not enclosed by a fence. Rock or similar hardscape may be incorporated into the landscaping if approved in writing by the Architectural Review Committee; provided that, a solid rock yard or similar type of hardscape is not permitted in the front yard of a Lot or in a side yard that is not enclosed by a fence. Cacti and cactus gardens that are visible (in whole or in part) from a street in the Community or Common Area are prohibited.

A principal factor in the overall design, appearance and desirability of the Community is the installation, maintenance and preservation of landscaping in the reserves throughout the Community restricted to open space and landscape uses. Landscaping installed by Declarant is a critical

part of the development plan for the Community aimed at distinguishing the Community from other residential neighborhoods and constituting an important factor in the decision to purchase a Lot in the Community. The preservation of landscaping in the various reserves throughout the Community and, therefore, the preservation of the overall design and appearance of the Community, are of utmost importance to the Declarant, not only during the Development Period, but also after the Development Period. Consequently, for a period of five (5) years after the date all Lots in the Community have been conveyed by Declarant, as evidenced by recorded deeds, the Association, acting through its Board of Directors, does not have the authority to change landscaping contractors or reduce the type or scope of landscaping services in effect as of the date all Lots in the Community have been conveyed by Declarant, without the written approval of Declarant. Provided that, the expense for landscaping services during this five (5) year period may not unreasonably increase above the then current market rate for the type and scope of landscaping services in effect as of the date all Lots in the Community have been conveyed by Declarant. As used herein, "market rate" does not necessarily mean the lowest rate at which a landscaping contractor may be willing to perform the services. Rather, it means the median rate provided by established landscape contractors who have good reputations in the industry and are able to comply with all of the Association's insurance requirements.

3. Section 11.9, entitled "**Community Name and Logo**", is added to Article XI of the Declaration to read as follows:

SECTION 11.9. COMMUNITY NAME AND LOGO. The brand of the Community has been established through the consistent use of the name of the Community, the logo for Bridlecreek, and the color scheme for the logo. The name, logo, and color scheme identify the Community and the unique amenities within the Community and distinguish the Community from other residential neighborhoods. The preservation of the name, logo and color scheme is critical to promote the Community and the desirability of living in the Community. The name "Bridlecreek" and the logo (the name with the "B" in script format) are or will be registered service marks. The name of the Community, the logo and the color scheme for the logo are not permitted to be changed in any respect without the prior written consent of Declarant. Further, the name of the Association is not permitted to be changed without the prior written consent of Declarant. This section of the Declaration may not be amended unless the amendment is approved by Declarant, as evidenced by its execution of the amendment document.

Capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

Except as amended herein, all provisions in the Declaration remain in full force and effect.

Executed on the date set forth below, to become effective upon recording in the Official Public Records of Real Property of Harris County, Texas.

DECLARANT:

C.C. Kluge 51.95, L.P.,
a Texas limited partnership, Declarant
By: C.C. Kluge 51.95 GP, LLC,
a Texas limited liability company
its General Partner

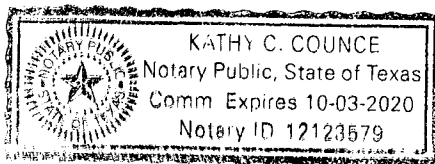
By: *[Signature]*
Printed: Peter Barnhart
Its: Vice president

STATE OF TEXAS §
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COUNTY OF HARRIS §

BEFORE ME, a notary public, on this day personally appeared Peter Barnhart
Vice president of C.C. Kluge 51.95 GP, LLC, General Partner of C.C. Kluge 51.95, L.P., a
Texas limited partnership, known to me to be the person whose name is subscribed to the
foregoing document and, acknowledged to me that he executed this document for the purposes
and in the capacity herein expressed.

Given under my hand and seal of office this 15th day of December, 2019.

Kathy C. Counce
Notary Public in and for the State of Texas



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Pages 5
12/20/2019 11:52 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$28.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

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