

**THIRD 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 Clerk’s File No. RP-2017-268432, which instrument amended and restated the Original Declaration in its entirety; and

WHEREAS, C.C. Kluge 51.95, L.P., as Declarant, caused the Declaration to be amended by instrument entitled “First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bridlecreek” and recorded in the Official Public Records of Harris County, Texas on December 20, 2019 under Clerk’s File No. RP-2019-562944; and

WHEREAS, C.C. Kluge 51.95, L.P., as Declarant, caused the Declaration to be amended by instrument entitled “Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bridlecreek” and recorded in the Official Public Records of Harris County, Texas on November 11, 2020 under Clerk’s File No. RP-2020-551507; and

WHEREAS, the Declaration provides that for a period of twenty (20) years after the Declaration is recorded, Declarant has 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 the substantive rights of the Lot Owners; and

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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. Section BB., the definition of "Community Standards Manager", is added to Article I of the Declaration to read as follows:

BB. COMMUNITY STANDARDS MANAGER - The person performing specified duties and functions on behalf of the Association as more particularly described in Article V, Section 5.9, of this Declaration.

2. Section CC., the definition of "Lifestyle Director", is added to Article I of the Declaration to read as follows:

CC. LIFESTYLE DIRECTOR - The person performing specified duties and functions on behalf of the Association as more particularly described in Article V, Section 5.9, of this Declaration.

3. Article V, Section 5.5, of the Declaration, entitled "Professional Management", is amended to read as follows:

SECTION 5.5. PROFESSIONAL MANAGEMENT. The Board has the authority to retain, hire, employ or contract with such professional management companies or personnel as the Board deems appropriate to perform the day to day functions of the Association and to provide for the management, administration and operation of the Community as provided for in this Declaration and in the Bylaws. Provided that, no professional management company and no personnel may be retained, hired, employed or contracted with to perform duties and functions that are within the express and implied duties, functions and responsibilities of the Community Standards Manager or the Lifestyle Director, as provided in Section 5.9 of this Declaration.

4. Article V, Section 5.9, of the Declaration, entitled "Community Standards Manager and Lifestyle Director", is added to the Declaration to read as follows:

SECTION 5.9. COMMUNITY STANDARDS MANAGER AND LIFESTYLE DIRECTOR

A. COMMUNITY STANDARDS MANAGER. The Community Standards Manager will formulate, implement and enforce standards for the maintenance of property within the Community to promote an environment that enriches the lives of all persons who live, work and play in and around the Community. The Community Standards Manager will strive to preserve natural resources, aesthetic harmony of design elements, and overall appearance of lakes, parks and open space consistent with the

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original development and architectural standards. The Community Standards Manager may modify the standards for the maintenance of the Community as the Community Standards Manager deems necessary or appropriate. The specific job functions of the Community Standards Manager will be determined by Administrator (as identified below). However, Administrator will seek input from the Association as to job functions that will enhance the role of the Community Standards Manager and thereby benefit the Community. If the Association considers there to be deficiencies in the role of the Community Standards Manager or in the performance of particular job functions, it may so advise Administrator, but the Association has no authority to direct the Community Standards Manager as to how to accomplish his/her job functions. The Community Standards Manager may not exclusively serve the Community. Rather, the Community Standards Manager and his/her support staff may perform the same or substantially similar services on behalf of other communities. In that event, the Administrator will reasonably determine, as a percentage, the amount of time in a normal work schedule that the Community Standards Manager and his/her support staff devote to the Community for purposes of costs reimbursement, as provided in Section 5.9.C.

B. LIFESTYLE DIRECTOR. The Lifestyle Director will formulate, implement and administer programs, classes, clubs and events for all ages and interest groups for the purpose of promoting social interaction within the Community. The Lifestyle Director will promote a recreational lifestyle within the Community to the end that neighbors know one another and there is a true sense of "community" within the Community. The Lifestyle Director will make decisions as to the programs, classes, clubs and events to be held, the scheduling of programs, classes, clubs and events, the frequency of events, and the fee, if any, to be paid for participation in a program, class, club or event. The specific job functions of the Lifestyle Director will be determined by Administrator. However, Administrator will seek input from the Association as to job functions that will enhance the role of the Lifestyle Director and thereby benefit the Community. If the Association considers there to be deficiencies in the role of the Lifestyle Director or in the performance of particular job functions, it may so advise Administrator, but the Association has no authority to direct the Lifestyle Director as to how to accomplish his/her job functions. The Lifestyle Director may not exclusively serve the Community. Rather, the Lifestyle Director and his/her support staff may perform the same or substantially similar services on behalf of other communities. In that event, the Administrator will reasonably determine, as a percentage, the amount of time in a normal work schedule that the Lifestyle Director and his/her support staff devote to the Community for purposes of costs reimbursement, as provided in Section 5.9.C.

C. **COST REIMBURSEMENT.** The Community Standards Manager and the Lifestyle Director, as well as administrative support staff deemed to be necessary to enable to Community Standards Manager and the Lifestyle Director to fulfill their respective duties and responsibilities, will at all times be employees of Declarant or an affiliated entity designated by Declarant (Declarant or the designated entity, as applicable, being referred to herein as “**Administrator**”). Accordingly, Administrator will select and hire the Community Standards Manager, the Lifestyle Director, and all administrative support staff and be responsible for all matters typically involved in an employer/employee relationship, including, without limitation, withholding and paying payroll taxes, providing form W-2 wage and tax statements, and disciplining and/or terminating, if necessary, an employee. On or before December 1st of each year, Administrator must provide to the Association an estimate of the cost of providing the Community Standards Manager, the Lifestyle Director and the administrative support staff for the ensuing calendar year. The cost will include the base pay of all of the employees, commissions, if any, bonuses and benefits. The estimate provided to the Association must include reasonable detail of the cost items but it is not required to disclose the salary and bonus, if any, of any employee. The estimate will be based upon the percentage of time devoted by the Community Standards Manager, the Lifestyle Director and the staff to the Community, as reasonably determined by the Administrator. However, the percentage determined by Administrator, when preparing the estimate for a particular year, may change (increase or decrease) during the year as the needs of the Community may require. If the percentage changes, Administrator must notify the Association in writing and provide a revised estimate. Payments to be made by the Association during the remainder of the applicable year will be based upon the revised estimate. The Association is required to pay the estimated cost of providing the Community Standards Manager, the Lifestyle Director, and the administrative support staff on a quarterly basis (i.e., March 31st, June 30th, September 30th and December 31st). Not later than January 15th of each year, Administrator must provide to the Association a summary of the actual cost of providing the Community Standards Manager, the Lifestyle Director and the administrative support staff for the prior calendar year. If the actual cost of providing the Community Standards Manager, the Lifestyle Director and the administrative support staff in the prior calendar year was less than the estimate, the amount paid by the Association in excess of the estimate will be applied as a credit against the amount to be paid by the Association in the succeeding year. If the actual cost of providing the Community Standards Manager, the Lifestyle Director and the administrative support staff in the prior calendar year was greater than the estimate, the Association must pay to Administrator the amount by which the actual cost exceeded the estimate within thirty (30) days of the date of receipt of the summary.

5. Article VI, Section 6.1, of the Declaration, entitled "Maintenance Fund", is amended to read as follows:

SECTION 6.1. MAINTENANCE FUND. All Annual Maintenance Charges collected by the Association and all interest, penalties, late charges, assessments and other sums and revenues collected by the Association constitute the Maintenance Fund. The Maintenance Fund will be held, managed, invested and expended by the Board, at its discretion, for the benefit of the Community and the Owners of Lots therein. The Board may, by way of illustration and not in limitation, expend the Maintenance Fund for the administration, management, and operation of the Community; for the maintenance, repair and improvement of the Common Area; for the maintenance of any easements granted to the Association; for the enforcement of the provisions of this Declaration by action at law or in equity, or otherwise, and the payment of court costs as well as reasonable and necessary legal fees; and for all other purposes that are, in the discretion of the Board, desirable in order to maintain the character and value of the Community and the Lots therein. In addition to the other purposes for which the Maintenance Fund may be expended, the Maintenance Fund will be used for the cost of the Community Standards Manager, the Lifestyle Director and the administrative support staff as provided in Section 5.9 of this Declaration. The Board and its individual members are not liable to any person as a result of actions taken by the Board with respect to the Maintenance Fund, except for willful neglect or intentional wrongdoings.

6. Article VI, Section 6.3, of the Declaration, entitled "Basis and Maximum Annual Maintenance Charge", is amended to read as follows:

SECTION 6.3. BASIS AND MAXIMUM ANNUAL MAINTENANCE CHARGE. The maximum Annual Maintenance Charge in effect as of the date of recording this instrument is \$2,093.00 per Lot. From and after January 1 of the year immediately following the date this instrument is recorded in the Official Public Records of Real Property of Harris County, Texas, the maximum Annual Maintenance Charge may be automatically increased, effective January 1 of each year, by an amount equal to a twenty percent (20%) increase over the prior year's maximum Annual Maintenance Charge without a vote of the Members of the Association. From and after January 1 of the year immediately following the date this instrument is recorded in the Official Public Records of Real Property of Harris County, Texas, the maximum Annual Maintenance Charge may be increased above twenty percent (20%) only if approved either (i) in writing by a majority of the Members or (ii) by the vote of not less than two-thirds (2/3) of the Members present and voting, in person or by proxy, at a meeting of the Members called for that purpose at which a quorum is present. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the Annual Maintenance Charge at an amount not in excess of the maximum amount established pursuant to this Section. Except

as provided in Section 6.7., the Annual Maintenance Charge levied against each Lot must be uniform.

7. Article X, Section 10.2, of the Declaration, entitled "Amendment", is amended to read as follows:

SECTION 10.2. AMENDMENT. This Declaration may be amended as follows:

A. BY DECLARANT. For a period of twenty (20) years after the date this Declaration is recorded, Declarant has the authority to amend this Declaration, without the joinder or consent of any other party, so long as an amendment does not materially and adversely affect any substantive rights of the Lot Owners. After the expiration of the twenty (20) year period, Declarant has the right to amend this Declaration, without the joinder or consent of any other party, for the purpose of clarifying or resolving any ambiguities or conflicts herein, correcting any inadvertent misstatements, errors, or omissions, or complying with a change in applicable law; provided, however, any such amendment must be consistent with and in furtherance of the general plan and scheme of development for the Community.

B. BY THE OWNERS. A meeting of the Owners must be held to amend the Declaration and any such meeting may only be called by the Board of Directors of the Association or by the Board upon receiving a written proposal to amend this Declaration signed by Owners of not less than ten percent (10%) of the Lots in the Community. Written notice of the meeting called for the purpose of considering an amendment to this Declaration must be mailed to each Owner at the last known mailing address of each Owner according to the records of the Association not less than fifteen (15) days prior to the date of the meeting. The notice must include the date, time and location of the meeting, specify the provision(s) in the Declaration proposed to be amended, and set forth the exact wording of the proposed amendment(s). The signature of Owners representing not less than two-thirds (2/3) of the Lots in the Community agreeing to amend this Declaration must be obtained within ninety (90) days of the date of the meeting called and held to consider the amendment(s). The use of a proxy for voting on an amendment to this Declaration is prohibited. An amendment of this Declaration by the Owners must be signed by the Secretary of the Association certifying compliance with all of the requirements set forth in this paragraph. If an amendment to this Declaration is submitted to the Owners but the amendment is not approved by the requisite number of Owners within ninety (90) days of the date of the required meeting, the same or substantially the same amendment to this Declaration may not be resubmitted to the Owners for approval for a period of two (2) years after the termination of the ninety (90) day period. In the event there are multiple Owners of a Lot, the written approval of an amendment to this Declaration may be reflected by the signature of a

single co-Owner. Notwithstanding anything in this paragraph to the contrary, (i) during the Development Period, an amendment to this Declaration must be approved in writing by the Declarant and (ii) without the joinder and consent of Declarant, no amendment may diminish the right or increase the liability of Declarant under this Declaration.

No amendment effected by Declarant or the Owners will be effective until recorded in the Official Public Records of Real Property of Harris County, Texas.

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, as previously amended, 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: 

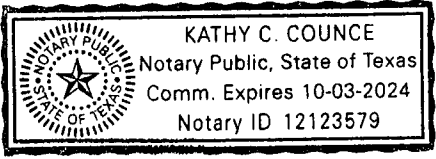
Jerry Hlozek, Director

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BEFORE ME, the undersigned Notary Public, on this day personally appeared Jerry Hlozek, Director 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 instrument and acknowledged to me that he executed the same for the purposes and in the capacity herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 10th day of February, 2021.



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

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Pages 9
02/10/2021 11:50 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$46.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

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