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**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS**

FOR

**FOUR TREES ESTATES,
An Addition to the City of Midlothian, Texas**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR FOUR TREES ESTATES, an Addition to the City of Midlothian, Texas ("First Amendment") is made effective on the 16th day of August, 2017 (the "Effective Date"), by JT EXECUTIVE PROPERTIES, LLC, a Texas Limited Liability Company ("Declarant"), and supersedes all previously recorded restrictions, as follows:

WITNESSETH

WHEREAS, on or about July 19, 2017, Declarant filed the Declaration of Covenants, Conditions, and Restrictions for Four Trees Estates at Instrument No. 1720232 (the "Declaration") in the Official Public Records of Ellis County, Texas ("OPRECT"), relating to certain real property located in the City of Midlothian, Ellis County, Texas (the "City"), as more particularly described in Exhibit "A" (the "Property") of the Declaration, and as more commonly known as Four Trees Estates, an addition to the City of Midlothian, Ellis County, Texas (hereafter the "Subdivision"), consisting of an estimated One Hundred Twenty-Three (123) single family residential lots and four (4) Common Area Lots;

WHEREAS, Declarant now desires to make certain corrections, amendments, and modifications to certain provisions of the Declaration to correct, clarify, modify, and amend provisions relating to various matters, set forth below and in such Declaration.

NOW THEREFORE, pursuant to Section 11.02(a), Declarant hereby makes the following amendments, modifications, corrections, revisions, additions, deletions, and changes to the Declaration:

Amendments to ARTICLE IV, Section 4.02

1. Section 4.02 of the Declaration is hereby amended by the deletion of the current Section and the substitution of the following new Section:

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RESTRICTIONS FOR FOUR TREES ESTATES** - Page 1 of 11

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INST NO. 1723217 FILING DATE/TIME: Aug 16, 2017 at 12:47:00 PM

Section 4.02 Single Family Residential Construction; Minimum Square Footage.

- (a) Single Family Residential. Except as provided below, no dwelling or residence shall be erected, altered, placed or permitted to remain on any Lot other than one (1) dwelling unit per each Lot to be used for single family residential purposes only. All dwellings must conform to any Architectural Control Guidelines, the City Code, and PD-77; and must approved by the ACC and the City prior to commencement of construction. Any improvement commenced on any Lot shall be completed as to exterior finish and appearance within six (6) months from the construction commencement date. All garages will be of the same general construction as the main dwelling, and located on the Lot according to the building site plan approved by the Architectural Control Committee and the City.
- (b) Minimum Square Footage. All single family residences shall contain a minimum square footage of Two Thousand, Five Hundred (2,500) square feet, exclusive of garages, porches, etc. The ACC has no authority to grant a variance of this requirement. Square footage of all areas, measured to the outside of frame walls, shall be shown on the plans or construction drawings.

2. Section 1.01 of the Declaration is hereby amended by the addition of the following new Subsection (mm):

(mm) "Association Land" means any portion of the Subdivision held by Declarant for conveyance to the Association on or before the expiration of the Declarant Control Period, or that the Association now or hereafter owns in fee, or in which the Association now or hereafter has a leasehold or easement interest, for as long as the Association is the owner of the fee, leasehold or easement interest, or such property is so held by Declarant for conveyance to the Association, together with the buildings, structures and improvements thereon and other real property, including any Common Areas. Except as otherwise provided in this Declaration, all Association Land shall be maintained by the Association at its expense for the benefit of all of the Owners. From time to time, Declarant may convey easements, leaseholds, or other real property interests within the Subdivision to the Association, and any such property interests

automatically shall be deemed accepted by the Association without the necessity for any action by the Board of Directors.

3. Section 1.01 of the Declaration is hereby amended by the addition of the following new Subsection (nn):

(nn) "Exempt Property" shall mean the following parts of the Subdivision:

- (1) All land and improvements owned by or dedicated to and accepted by the United States, the State of Texas, Ellis County, or any municipality, or any political subdivision thereof, for as long as any such governmental entity or political subdivision is the owner thereof or for so long as such dedication remains effective; provided, however, that any such land shall be Exempt Property only while it is being used by the governmental entity owner for governmental or public purposes;
- (2) All Association Land, for as long as the Association is the owner thereof (or of the interest therein that makes it Association Land); and
- (3) Any Lot or parcel or land within the Subdivision owned by Declarant or its affiliates, provided, however that any Lot acquired by Declarant or an affiliate for the purpose of the construction of a single-family dwelling shall not be considered as Exempt Property.

4. Section 1.01 of the Declaration is hereby amended by the addition of the following new Subsection (oo):

(oo) "Assessable Property" shall mean any Lot in the Subdivision covered by a recorded Declaration or any amendment thereto, except such part or parts thereof as may from time to time constitute Exempt Property.

5. Section 1.01 of the Declaration is hereby amended by the addition of the following new Subsection (pp):

(pp) "Applicable Laws" shall mean any federal, state, or local statute, law, regulation, ordinance, or rule applicable to the Subdivision, Lots, Owners, or this Declaration, as they now exist or may hereafter be amended from

time to time.

6. Section 1.01 of the Declaration is hereby amended by the addition of the following new Subsection (qq):

(qq) "City Code" shall mean the codes, ordinances, regulations, rules, and requirements of the City of Midlothian, Texas, as they now exist or may hereafter be amended from time to time.

7. Any misnomer or reference of, or to, the lettered subsection designation contained in Section 1.01 of the Declaration shall not affect the meaning, construction, or interpretation of such definition. Any reference in the Declaration to an amended subsection of Section 1.01 shall be deemed to be a reference to the applicable amended subsection set forth in this Amendment.

Amendments to ARTICLE IV – USE AND CONSTRUCTION RESTRICTIONS

8. Section 4.13 of the Declaration is hereby amended by the deletion of the current Section and the substitution of the following new Section:

Section 4.13. Laws and Ordinances. Owners, their lessees, guests, and invitees, shall comply with all laws, ordinances, regulations, and statutes applicable to their Lot and the Subdivision, including, without limitation, the City Code and all Applicable Laws. Any violation of any such City Code or Applicable Laws may be considered a violation of this Declaration or other dedicatory instrument. In the event of any conflict between the terms and provisions of this Declaration and any City Code or Applicable Laws, determines and provisions of the City Code or Applicable Laws shall govern and control.

Amendments to ARTICLE V – ARCHITECTURAL CONTROL

9. Section 5.03 of the Declaration is hereby amended by the deletion of the current Subsection and the substitution of the following new Subsection:

Section 5.03 Construction and Design Guidelines. The ACC shall adopt such requirements, standards, specifications, and/or guidelines ("Construction and Design Guidelines") as it determines for (a) the construction or alteration of dwellings, outbuildings or structures, fences, pools, and other improvements on the Lots, (b) landscaping, and (c) the submission, application, review, and approval procedures for plans, drawings, and other construction or design documents for any such

improvements. The ACC shall make the Construction and Design Guidelines available to Owners and Builders who seek to engage in construction upon a Lot and who shall conduct their operations strictly in accordance therewith.

Any and all references to "Design Guidelines" contained in the Declaration are hereby amended to read "Construction and Design Guidelines".

10. Article V of the Declaration is hereby amended by the addition of the following new Section 5.08:

Section 5.08 Builder/Construction Requirements

- (a) General Rules Regarding Construction. All residences and other structures built and constructed within the Subdivision shall be designed, built, and maintained in accordance with this Declaration, PD-77, the City Code, and all Applicable Laws.
- (b) Model Homes. No model homes shall be built on any Lots other than those designated by the Declarant without the prior written consent of the Declarant and the ACC.
- (c) Approval of Building Plans. The following apply to all Lots in the Subdivision:
 - (1) No residence, dwelling, building, or other structure or improvement of any character shall be constructed, erected, placed or modified on any residential lot in the Subdivision without the prior written approval of the ACC before any construction work is started. In order to obtain the approval for proposed improvements or construction, the Owner must submit the plans, construction documents, and other information specified by the ACC.
 - (2) If the ACC does not approve or disapprove the submitted plans within thirty (30) days after a complete submission of all necessary documents and information has been made, the plans submitted shall be deemed to be approved.
 - (3) All construction must be completed within one (1) year from the issuance of the building permit or new permits will have to be obtained from the City and paid for at the City Hall.

(d) Required Approval by ACC. Prior written approval by the ACC is also required for:

- (1) Any alteration, modification, remodeling or other work which alters the external appearance of the existing structure;
- (2) Each installation of an attachment or addition to, or construction of, any dwelling, outbuilding, or other building structure, including any kind of antenna, cable, support or other item visible of a structure. Plans for any attachment or addition, including an accurate depiction of the attachment or addition in relation to the existing dwelling or building, are required. If the proposed attachment or addition is not within the footprint of the existing dwelling or building, then it must be shown on the submitted documents required by this Section;
- (3) Any fence or wall erected or constructed on a Lot;
- (4) Any decks, patios, gazebos, pergolas, or other similar structures erected or constructed on any Lot. The documents and information submitted to the ACC should include plans as to materials to be used, color, location on the Lot, type and highest elevation in regard to the dwelling. No deck or patio will be approved with the deck flooring higher than the highest finished floor of the dwelling. Any such structure which is designated as "Proposed" or "Future" on an original dwelling construction plans submission are not approved by the approval of such plans and must be submitted separately prior to actual construction.
- (5) Any pools, spas, hot tubs, fountain, pond, or other similar water feature which incorporates or uses any type of electrical, heating, or plumbing connection and/or system.

(e) Abandonment of a Property. Abandonment of a property shall be deemed to occur if either (1) there is no construction activity for sixty (60) consecutive days or (2) the project has not been started within one hundred eighty (180) days and no application for extension of time had been submitted to the ACC.

Amendments to ARTICLE VI - ASSESSMENTS

11. Article VI of the Declaration is hereby amended by the deletion of the current Article VI and the substitution of the following new Article VI:

ARTICLE VI.

ASSESSMENTS

Section 6.01. Assessment Obligation. Each Owner, by acceptance of a deed to a Lot, whether or not it shall be expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association the annual Regular Assessment, and any Special Assessments hereby levied. The Assessments levied by the Association shall be used exclusively to (a) promote the health, safety and welfare of the Owners in the Subdivision, (b) provide for the continuing care, maintenance, upkeep, and improvement of the screening walls, entrances, signage, all landscaping and irrigation systems, ponds or other water features, parks, open or green spaces, and other structures, amenities or features of the Subdivision and the Common Areas, and (c) pay, or provide for the payment of, the management, administration, operation, and governance of the Association.

Section 6.02. Regular Assessment. The Regular Assessment shall be assessed against all Assessable Property and shall be used to create the Assessment Fund, which shall be used as herein provided. The Regular Assessment attributable to each Lot shall be paid by the Owner of each Lot to the Association. In the event of the purchase of a Lot, the Regular Assessment for the year of purchase of a Lot shall be prorated between the seller and the purchaser of the Lot and, if not already paid for such year, shall be payable at closing. Thereafter, the Regular Assessment shall be paid annually, in advance, on or before the first (1st) day of the first month of each calendar year. Any Regular Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of (i) the rate of eighteen percent (18%) per annum or (ii) the maximum rate permitted by law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the hereinafter described lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the Regular Assessment by the non-use of any Common Areas or by the abandonment of the Owner's Lot. The initial amount of the Regular Assessment applicable to each Lot shall be determined by the Board of Directors of the Association. Other than the initial Assessment

provided for in Section 6.06 below, written notice of such Regular Assessments shall be sent out no later than December 1 of each calendar year and shall be payable, in advance, on January 1st of each year. All other matters relating to the Regular Assessment and the collection, expenditures and administration of the Assessment Fund shall be determined by the Declarant or the Board of Directors of the Association, subject to the provisions hereof. The Association shall have the right at any time, to adjust the Regular Assessment from year to year as it deems proper to meet the reasonable operating expenses and reserve requirements of the Association and to assist the Association in exercising its rights, powers, and privileges under this Declaration and in carrying out its duties and responsibilities hereunder.

Section 6.03. Special Assessment. In addition to the Regular Assessment, the Association may upon the affirmative vote of two-thirds (2/3) of the Members of the Association at a meeting duly called for such purpose levy a Special Assessment in any year for the purpose of (a) paying or reimbursing, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property and (b) to establish a reserve or reserves for capital improvements or the replacement, construction, or installation of a capital asset. Any Special Assessment shall be due and payable on the date as set forth by the action of the Association levying such Special Assessment. Notwithstanding the foregoing, if an emergency exists such that the Board of Directors determines that the repair or replacement of a capital improvement upon the Common Area is necessary for the public health, safety, and/or welfare, or to eliminate or reduce the risk of injury to third parties and there is not enough money held by the Association, in reserve or otherwise, to repair the capital improvement to reduce or eliminate this risk, the Board of Directors may levy a Special Assessment in an amount sufficient to replace or repair the capital improvement to protect such public health, safety, and/or welfare, or to reduce or eliminate such risk, without the affirmative vote of two-thirds (2/3) of the Members of the Association.

Section 6.04. Uniform Rate of Assessment. All Assessments must be fixed at a uniform rate for all Lots and may, at the discretion of the Declarant or the Board of Directors, be collected on a monthly basis. In the event the Association fails to perform its specified responsibilities herein set forth or if declared nonexistent for any reason, the Declarant or its assigns shall have the right to levy the Assessments against each Lot Owner of the Association on a pro-rata basis for the cost of maintenance or the cost

of correcting any condition for which the Association was responsible. The Declarant or its assigns, further, under the Association's default herein, shall have the same rights of the Association to levy such Assessments, and create liens on the property for unpaid Assessments as provided herein.

Section 6.05. Capital Budget and Contribution. In addition to the Association's annual operating budget, the Board of Directors shall annually prepare a capital budget that shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution or reserve, if any, in an amount sufficient to meet the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution required shall be fixed by the Board and included within the budget and general assessment. A copy of the capital budget shall be distributed to each Member in the same manner as the operating budget.

Section 6.06. Commencement Date of Annual Assessments. The Association shall levy the first annual Regular Assessment provided for herein, based on the operating budget for the remainder of the initial calendar year, on the later of (a) the first (1st) day of the month following the conveyance of the first Lot to a Builder or Owner or (b) August 1, 2017. Thereafter, the Regular Assessments shall continue from calendar year to calendar year.

Section 6.07. Property Exempt from Assessments. All Exempt Property shall be exempt from any Assessments and Liens created herein. However, in the event any change in ownership or use of Exempt Property results in all or any part thereof becoming Assessable Property in any year, the formerly Exempt Property shall become subject to Annual, Special and other Assessments and the Assessment Lien upon the change of ownership or use. The Board may restrict or prohibit the use of the Common Areas (except any easements, rights-of-way, utility improvements and landscaping, drainage and flood control areas) by the Owners of Exempt Property, except for Declarant, its affiliates, subcontractors, employees, agents, guests and invitees. This Section 6.07 may not be amended without the approval of all Owners of Exempt Property affected by the amendment.

Section 6.08. Transfer and Other Fees. The Association or its Managing Agent shall have the right to assess and charge the following fees and/or charges (the "Fees"):

- (a) A transfer fee or other similar administrative fees to reflect changes of ownership, tenancy, or occupancy on the records of the Association;
- (b) A fee for the preparation of a resale certificate and other documentation required by Chapter 207 of the Property Code;
- (c) Administrative fees for applications, plan reviews, ACC submissions, copy or reproduction charges, postage or delivery fees, and similar charges and fees; and
- (d) Such other fees or other charges as are allowed by the Property Code or other applicable law.

The Association shall have the power to adopt and/or approve any schedule of Fees to be charged by the Association or its Managing Agent. The right and authority to set the amount of, and receive payment of the Fees is deemed to be assigned by virtue of contracting with a Managing Agent to provide the associated functions and services for so long as the applicable contract remains in effect.

12. All other terms, conditions, and provisions of the Declaration which are not specifically amended or modified by this Amendment shall remain in full force and effect.

13. In the event of any conflict between the terms and provisions of this Amendment and the terms and provisions of the Declaration, the terms and provisions of this Amendment shall govern and control.

[Signature and Acknowledgement follows on the next page]

IN WITNESS WHEREOF, Declarant executes this First Amendment to Declaration of Covenants, Conditions, and Restrictions, effective as of the Effective Date.

DECLARANT:

JK EXECUTIVE PROPERTIES, LLC,
a Texas Limited Liability Company

By: _____

[Signature]
JOSHUA TREES, Manager

ACKNOWLEDGMENT

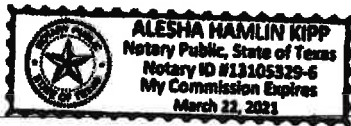
STATE OF TEXAS §
 §
COUNTY OF ELLIS §

BEFORE ME the undersigned authority, this instrument was acknowledged before me by JOSHUA TREES, the Manager and duly-authorized representative of JK EXECUTIVE PROPERTIES, LLC., a Texas Limited Liability Company, on behalf of said company, on the 16th day of August, 2017.

Alesha Hamlin Kipp

Notary Public - State of Texas

My Commission expires:

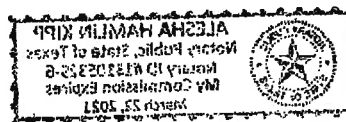


Kaplan + Moon, PLLC.

~~Handwritten signature~~

P.O. Box 2206

Red Oak, TX 75154



Any provision herein which restricts the sale, rental, or use of this described real property because of color or race is invalid and unenforceable under federal law.
STATE OF TEXAS, COUNTY OF ELLIS
I hereby certify this instrument was filed on the date and time stamped herein and was duly recorded in the volume and page of the OFFICIAL PUBLIC RECORDS of Ellis County Texas and stamped hereon.



Cindy Kelley
COUNTY CLERK ELLIS COUNTY, TEXAS

FILED FOR RECORD - ELLIS COUNTY, TX
INST NO. 1723217
on Aug 16, 2017 at 12:47:00 PM