

SIXTEENTH AMENDMENT
to
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
STERLING LAKES AT IOWA COLONY

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

WHEREAS, STERLING LAKES AT IOWA ASSOCIATES, a Texas joint venture ("**Original Developer**"), caused the instrument entitled "Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" to be recorded in the Official Public Records of Real Property of Brazoria County, Texas, under Clerk's File No. 2006074175 and re-filed under Clerk's File No. 2007063594 (the "**Declaration**"), which instrument imposes the covenants, conditions, restrictions, and easements set forth therein on the property known as Sterling Lakes at Iowa Colony, Section Six (6), a subdivision located in Brazoria County, Texas according to the map or plat recorded under Clerk's File No. 2006074174 of the Map Records of Brazoria County, Texas (the "**Property**"); and

WHEREAS, by instrument entitled "Additional Restrictions For Certain Lots In Sterling Lakes at Iowa Colony, Section Six (6)" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2014037070, Original Developer imposed additional covenants, conditions and restrictions on specified Lots in Sterling Lakes at Iowa Colony, Section Six (6) (the Declaration as supplemented hereinafter still referred to as "Declaration"); and

WHEREAS, the Declaration was amended by instrument entitled "First Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2007041140 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under

Clerk's File No. 2008008325 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Third Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2008030946 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2008048460 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2010051121 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Sixth Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2013002454 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under

Clerk's File No. 2013017825 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Eighth Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2014019017 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Ninth Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2015001059 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Tenth Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2015027477 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2016036873 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Twelfth Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under

Clerk's File No. 2017006854 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Thirteenth Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2018009972 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Fourteenth Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2018051146 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by instrument entitled "Fifteenth Amendment to Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2019037469 (the Declaration as amended hereinafter still referred to as the "Declaration"); and

WHEREAS, by instrument entitled "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section One (1), A Subdivision in Brazoria County, Texas" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2007014712, Original Developer annexed Sterling Lakes at Iowa Colony, Section One (1), a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under Clerk's File No. 2007014711 of the Map Records of Brazoria County, Texas and subjected such subdivision to the provisions of the Declaration, as amended, and the jurisdiction of Sterling Lakes Property Owners Association (the "Association") [the term "Property" hereinafter including Sterling Lakes at Iowa Colony, Section One (1)]; and

WHEREAS, by instrument entitled "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section Two (2), A Subdivision in Brazoria County, Texas" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2007014718, which document was amended by instrument entitled "First Amendment to Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section Two (2), A Subdivision in Brazoria County, Texas" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2007041141, Original Developer annexed Sterling Lakes at Iowa Colony, Section Two (2), a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under Clerk's File No. 2007014717 of the Map Records of Brazoria County, Texas and subjected such subdivision to the provisions of the Declaration, as amended, and the jurisdiction of the Association [the term "Property" hereinafter including Sterling Lakes at Iowa Colony, Section Two (2)]; and

WHEREAS, by instrument entitled "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section Three (3), A Subdivision in Brazoria County, Texas" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2006074180, Original Developer annexed Sterling Lakes at Iowa Colony, Section Three (3), a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under Clerk's File No. 2006074179 of the Map Records of Brazoria County, Texas and subjected such subdivision to the provisions of the Declaration, as amended, and the jurisdiction of the Association [the term "Property" hereinafter including Sterling Lakes at Iowa Colony, Section Three (3)]; and

WHEREAS, by instrument entitled "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section Four (4), A Subdivision in Brazoria County, Texas" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2007014733, which was amended by instruments entitled "First Amendment to the Annexation and Supplemental Declaration of Covenants, Conditions, and Restrictions for Sterling Lakes at Iowa Colony, Section Four (4), A Subdivision in Brazoria County, Texas" and "Second Amendment to the Annexation and Supplemental

Declaration of Covenants, Conditions, and Restrictions for Sterling Lakes at Iowa Colony, Section Four (4), A Subdivision in Brazoria County, Texas” recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk’s File Nos. 2007022810 and 2013008171, respectively, Original Developer annexed Sterling Lakes at Iowa Colony, Section Four (4), a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under Clerk’s File No. 2007014732 of the Map Records of Brazoria County, Texas and subjected such subdivision to the provisions of the Declaration, as amended, and the jurisdiction of the Association [the term “Property” hereinafter including Sterling Lakes at Iowa Colony, Section Four (4)]; and

WHEREAS, by instrument entitled “Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section Five (5), A Subdivision in Brazoria County, Texas” recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk’s File No. 2007028662, which was amended by instrument entitled “First Amendment to the Annexation and Supplemental Declaration of Covenants, Conditions, and Restrictions for Sterling Lakes at Iowa Colony, Section Five (5), A Subdivision in Brazoria County, Texas” recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk’s File No. 2007062853, Original Developer annexed Sterling Lakes at Iowa Colony, Section Five (5), a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under Clerk’s File No. 2007028661 of the Map Records of Brazoria County, Texas and subjected such subdivision to the provisions of the Declaration, as amended, and the jurisdiction of the Association [the term “Property” hereinafter including Sterling Lakes at Iowa Colony, Section Five (5)]; and

WHEREAS, by instrument entitled “Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section Seven (7), A Subdivision in Brazoria County, Texas” recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk’s File No. 2007014723, which was amended by instruments entitled “First Amendment to the Annexation and Supplemental Declaration of Covenants, Conditions, and Restrictions for Sterling Lakes at Iowa Colony, Section Seven (7), A Subdivision in Brazoria County, Texas” and “Second Amendment to the Annexation and Supplemental Declaration of Covenants, Conditions, and Restrictions for Sterling Lakes at Iowa Colony, Section

Seven (7), A Subdivision in Brazoria County, Texas” recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk’s File Nos. 2007022811 and 2013008174, respectively, Original Developer annexed Sterling Lakes at Iowa Colony, Section Seven (7), a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under Clerk’s File No. 2007014722 of the Map Records of Brazoria County, Texas and subjected such subdivision to the provisions of the Declaration, as amended, and the jurisdiction of the Association [the term “Property” hereinafter including Sterling Lakes at Iowa Colony, Section Seven (7)]; and

WHEREAS, by instrument entitled “Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section Eight (8), A Subdivision in Brazoria County, Texas” recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk’s File No. 2014016575, Original Developer annexed Sterling Lakes at Iowa Colony, Section Eight (8), a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under Clerk’s File No. 2014006557 of the Map Records of Brazoria County, Texas and subjected such subdivision to the provisions of the Declaration, as amended, and the jurisdiction of the Association [the term “Property” hereinafter including Sterling Lakes at Iowa Colony, Section Eight (8)]; and

WHEREAS, by instrument entitled “Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section Nine (9), A Subdivision in Brazoria County, Texas” recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk’s File No. 2007046870, which was amended by instrument entitled “First Amendment to the Annexation and Supplemental Declaration of Covenants, Conditions, and Restrictions for Sterling Lakes at Iowa Colony, Section Nine (9), A Subdivision in Brazoria County, Texas” recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk’s File No. 2010051122, Original Developer annexed Sterling Lakes at Iowa Colony, Section Nine (9), a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under Clerk’s File No. 2007046869 of the Map Records of Brazoria County, Texas and subjected such subdivision to the provisions of the Declaration, as amended, and the jurisdiction of the Association [the term “Property” hereinafter including Sterling Lakes at Iowa Colony, Section Nine (9)]; and

WHEREAS, by instrument entitled "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section Ten (10), A Subdivision in Brazoria County, Texas" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2014051985, which was amended by instrument entitled "First Amendment to the Annexation and Supplemental Declaration of Covenants, Conditions, and Restrictions for Sterling Lakes at Iowa Colony, Section Ten (10), A Subdivision in Brazoria County, Texas" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2015003429, Developer annexed Sterling Lakes at Iowa Colony, Section Ten (10), a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under Clerk's File No. 2014042127 of the Map Records of Brazoria County, Texas and subjected such subdivision to the provisions of the Declaration, as amended, and the jurisdiction of the Association [the term "Property" hereinafter including Sterling Lakes at Iowa Colony, Section Ten (10)]; and

WHEREAS, IC Sections 10 and 11, Ltd, a Texas limited partnership, is the successor to Sterling Lakes Iowa Associates, a Texas joint venture (IC Sections 10 and 11, Ltd. hereinafter being referred to as "**Developer**"); and

WHEREAS, by instrument entitled "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section Eleven (11), A Subdivision in Brazoria County, Texas" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2014052008, which was amended by instruments entitled "First Amendment to the Annexation and Supplemental Declaration of Covenants, Conditions, and Restrictions for Sterling Lakes at Iowa Colony, Section Eleven (11), A Subdivision in Brazoria County, Texas", "Second Amendment to the Annexation and Supplemental Declaration of Covenants, Conditions, and Restrictions for Sterling Lakes at Iowa Colony, Section Eleven (11), A Subdivision in Brazoria County, Texas" and "Third Amendment to the Annexation and Supplemental Declaration of Covenants, Conditions, and Restrictions for Sterling Lakes at Iowa Colony, Section Eleven (11), A Subdivision in Brazoria County, Texas" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File Nos. 2015003430, 2015035438 and 2016038790, respectively, Developer annexed Sterling Lakes at Iowa Colony, Section Eleven (11),

a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under Clerk's File No. 2014042119 of the Map Records of Brazoria County, Texas and subjected such subdivision to the provisions of the Declaration, as amended, and the jurisdiction of the Association [the term "Property" hereinafter including Sterling Lakes at Iowa Colony, Section Eleven (11)]; and

WHEREAS, by instrument entitled "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section 12A, A Subdivision in Brazoria County, Texas" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2013045322, Developer annexed Sterling Lakes at Iowa Colony, Section 12A, a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under Clerk's File No. 2013029343 of the Map Records of Brazoria County, Texas and subjected such subdivision to the provisions of the Declaration, as amended, and the jurisdiction of the Association [the term "Property" hereinafter including Sterling Lakes at Iowa Colony, Section 12A]; and

WHEREAS, by instrument entitled "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section 12B, A Subdivision in Brazoria County, Texas" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2014008302, Developer annexed Sterling Lakes at Iowa Colony, Section 12B, a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under Clerk's File No. 2013060392 of the Map Records of Brazoria County, Texas and subjected such subdivision to the provisions of the Declaration, as amended, and the jurisdiction of the Association [the term "Property" hereinafter including Sterling Lakes at Iowa Colony, Section 12B]; and

WHEREAS, by instrument entitled "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section Nineteen (19), A Subdivision in Brazoria County, Texas" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2014016576, which was amended by instruments entitled "First Amendment to the Annexation and Supplemental Declaration of Covenants, Conditions, and Restrictions for Sterling Lakes at Iowa Colony, Section Nineteen (19), A Subdivision

in Brazoria County, Texas” and “Second Amendment to the Annexation and Supplemental Declaration of Covenants, Conditions, and Restrictions for Sterling Lakes at Iowa Colony, Section Nineteen (19), A Subdivision in Brazoria County, Texas” recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk’s File Nos. 2014021029 and 2018009948, respectively, Original Developer annexed Sterling Lakes at Iowa Colony, Section Nineteen (19), a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under Clerk’s File No. 2014006560 of the Map Records of Brazoria County, Texas and subjected such subdivision to the provisions of the Declaration, as amended, and the jurisdiction of the Association [the term “Property” hereinafter including Sterling Lakes at Iowa Colony, Section Nineteen (19)]; and

WHEREAS, by instrument entitled “Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section Twenty (20), A Subdivision in Brazoria County, Texas” recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk’s File No. 2016040007, which was amended by instrument entitled “First Amendment to the Annexation and Supplemental Declaration of Covenants, Conditions, and Restrictions for Sterling Lakes at Iowa Colony, Section Twenty (20), A Subdivision in Brazoria County, Texas” recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk’s File No. 2018005011, Developer annexed Sterling Lakes at Iowa Colony, Section Twenty (20), a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under Clerk’s File No. 2016039566 of the Map Records of Brazoria County, Texas and subjected such subdivision to the provisions of the Declaration, as amended, and the jurisdiction of the Association [the term “Property” hereinafter including Sterling Lakes at Iowa Colony, Section Twenty (20)]; and

WHEREAS, by instrument entitled “Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section Twenty-One (21), A Subdivision in Brazoria County, Texas” recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk’s File No. 2018009949, Developer annexed Sterling Lakes at Iowa Colony, Section Twenty-One (21), a subdivision in Brazoria County, Texas according to the map or plat thereof recorded under Clerk’s File No. 2018000064 of the Map Records of Brazoria County, Texas and subjected such subdivision to the provisions of the Declaration, as amended, and

the jurisdiction of the Association [the term "Property" hereinafter including Sterling Lakes at Iowa Colony, Section Twenty-One (21)]; and

WHEREAS, by instrument entitled "Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Certain Property to be Annexed Into Sterling Lakes at Iowa Colony" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File No. 2014045048, the property described by metes and bounds in Exhibit A attached thereto was annexed by Developer and subjected such property to the provisions of the Declaration, as amended, and the jurisdiction of the Association [the term "Property" hereinafter including property described by metes and bounds in Exhibit A attached thereto]; and

WHEREAS, the term "Property" also includes any and all other subdivisions that have been or will be annexed and subjected to the jurisdiction of the Association; and

WHEREAS, Article IX, Section 9.7, of the Declaration provides that, for a period of twenty (20) years from the date the Declaration is recorded, the Declaration may be amended by Developer without the joinder or consent of any other party as long as amendment is not materially inconsistent with the residential character of the Property; and

WHEREAS, this amendment is not materially inconsistent with the residential character of the Property.

NOW, THEREFORE, Developer hereby amends the Declaration, as it applies to all of the Property as follows:

1. The first paragraph of Article II, Section 2.19, of the Declaration, entitled "Landscaping," is amended and restated, to read as follows. This amendment does not amend Article II, Section 2.19 "a)" through "f)" and subsections "a)" through "f)" remain in full force and effect as currently written in the Declaration.

SECTION 2.19 **LANDSCAPING.** The residential Lot Builder is responsible for landscaping all front yards, including the portion of the street right-of-way between the Lot line and the street curb and the rear yards of Lots adjacent to a Lake. Installation of all landscaping must occur immediately upon occupancy of the main residential dwelling or within thirty (30) days after completion of construction, whichever occurs first. Installation of landscaping, including materials and workmanship, must be in conformance with acceptable industry standards. Landscaping on Lots must also adhere to the following restrictions as applicable. If the Lot Builder does not install landscaping as described in this section, the Owner must install all required landscaping. Once landscaping is installed on a Lot (whether by the Builder or the Owner), the Owner is responsible for: (i) maintaining compliance with the requirements of this section and all other applicable sections of this Declaration related to landscaping; and (ii) maintaining all landscaping on the Lot [including all landscaping (including grass) located in the adjacent right-of-way between the Owner's property line(s) and the curb of any street] in a neat, healthy and attractive condition. The Board may determine if landscaping on a Lot or landscaping (including grass) located in the adjacent right-of-way between the Owner's property line(s) and the curb of any street is not being maintained in a neat, healthy, and attractive condition.

2. Article II, Section 2.19 (g), of the Declaration, entitled "**Master Plant List**", is amended and restated, to read as follows:

g). Residential Lot Master Plant List

The current Residential Lot Master Plant List as of the date this amendment is filed in the Official Public Records of Real Property of Brazoria County, Texas (the "Real Property Records") is the Residential Lot Master Plant List attached as Exhibit "A" to the Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony filed at Clerk's File No. 2007063594. No tree, shrub, groundcover, grass, vine, perennial, annual, wildflower or any

other type of vegetation that is not included in the Residential Lot Master Plant List shall be planted, placed, and/or maintained on a Lot within the Property. After the date this amendment to the Declaration is filed in the Official Public Records of Real Property of Brazoria County, Texas, the Board may amend, restate, and/or supplement the Residential Lot Master Plant List from time to time without the need to further amend the Declaration. Any such amendment to, restatement of, or supplement to the Residential Lot Master Plant List adopted by the Board is not effective until it is filed in the Official Public Records of Real Property of Brazoria County, Texas. Any plant or vegetation that is planted, placed, or maintained on a Lot that is not on the Residential Lot Master Plant List is a violation of this Declaration.

3. Article III, Section 3.4, of the Declaration, entitled "**Automobiles, Boats, Trailers, Recreational Vehicles and other Vehicles**", is amended and restated, to read as follows:

SECTION 3.4 AUTOMOBILES, BOATS, TRAILERS, RECREATIONAL VEHICLES AND OTHER VEHICLES.

No motor vehicle may be parked or stored on any part of the any Lot, easement, street right-of-way or Common Area or in the street adjacent to any Lot, easement, right-of-way or Common Area unless:

- (a) such vehicle does not exceed either seven feet six inches (7'6") in height, and/or seven feet six inches (7'6") in width, and/or twenty-one feet (21') in length (a "Permitted Vehicle"); and
- (b) such Permitted Vehicle
 - (i) is in operating condition (a vehicle with a flat tire is not in operating condition and is a violation of the Section 3.4);
 - (ii) has a current registration and inspection sticker(s);
 - (iii) is in daily use as motor vehicle on the streets and highways of the State of Texas; and
 - (iv) is not otherwise prohibited from being operated on the streets and

highways of the State of Texas.

No Permitted Vehicle may be parked on a Lot in excess of forty-eight (48) consecutive hours, unless such Permitted Vehicle is concealed from public view inside a garage or other approved enclosure (on the Owner's Lot). The phrase "approved enclosure" as used in this Section 3.4 shall mean any fence, structure or other improvement approved in writing by the Committee. No such approved enclosure shall be approved on any Lake Lot. It is the intent of this restriction that vehicles not in daily use away from the Lot must be parked in the garage or an approved enclosure on the Lot. Unorthodox parking (which includes, but is not limited to, parking at an angle, parking other than straight-in parking, parking that is not perpendicular to a garage door) on a driveway is prohibited. No vehicle of any type may be parked, kept or stored in the back yard or side yard of a Lot unless completely enclosed in an approved enclosure. No vehicle of any type may be parked, kept or stored on grass (or other vegetation) on a Lot or on any unpaved portion of a Lot. No Permitted Vehicle registered to a resident of the Lot or used by a resident of a Lot may be parked overnight in or on any street in the Property.

No non-motorized vehicle, trailer, boat, marine craft, hovercraft, aircraft, machinery or equipment of any kind or any type of vehicle of any type other than a Permitted Vehicle may be parked or stored on any part of any Lot, driveway, easement, street right-of-way, or Common Area or in the street adjacent to such Lot, easement, street right-of-way, or Common Area unless such object is concealed from public view inside a garage or other approved enclosure (on the Owner's Lot). No one shall park, store or keep within or adjoining the Property any: (a) commercial vehicle (which includes, but is not limited to, dump trucks, cement-mixer trucks, oil or gas trucks, delivery trucks, tractors or tractor trailers, boat trailers and any other vehicle equipment, mobile or otherwise, determined to be or defined to be a commercial vehicle by the Board in any properly adopted parking rules or parking regulations); or (b) any recreational vehicle (camper unit, motor home, truck, trailer, boat, mobile home or other similar vehicle deemed to be a nuisance by the Board of Directors of

the Association). Provided, however, recreational vehicles may be temporarily parked on a Lot for the purposes of loading and unloading; for the purposes of this section the allowed "temporary parking" cannot exceed four (4) hours in any seven (7) day period of time.

No one shall conduct repairs or restorations of any motor vehicle, boat, trailer, aircraft or other vehicle upon any street, driveway, Lot or portion of the Common Areas, except for repairs to the personal vehicles of the residents conducted exclusively in the enclosed garage (and provided such personal vehicle repairs do not cause excessive noise or disturb the neighbors at unreasonable hours of the night).

This restriction shall not apply to any vehicle, machinery, or maintenance equipment temporarily parked and in use for the construction, repair or maintenance of a house or houses in the immediate vicinity.

No vehicle shall be parked on streets or driveway so as to obstruct ingress or egress by other owners, their families, guests and invitees or the general public using the streets for ingress and egress in the Property. The Association may designate areas as fire zones, or no parking zones, or guest parking only zones. The Association shall have the authority to tow any vehicle parked or situated in violation of this Declaration or the Association parking rules and/or parking regulations, the cost to be at the vehicle owner's expense.

No motor bikes, motorcycles, motor scooters, "go-carts" or other similar vehicles shall be permitted to be operated in the Property if, in the sole judgment of the Association, such operation, by reason of noise or fumes emitted, or by reason of manner of use, shall constitute a nuisance or jeopardize the safety of any Owner, his tenants, and their families.

The Board may adopt additional parking rules and/or parking regulations to address any and all parking and/or vehicle issues within the Property, the Common Areas,

and/or on adjacent street right-of-ways, which additional parking rules and/or parking regulations may include, but are not limited to, further determining and/or defining what constitutes a commercial vehicle that is prohibited from being parked, kept or stored within the Property, the Common Areas and/or on adjacent street right-of-ways. Any such additional parking rules and/or parking regulations adopted by the Board will have the same force and effect as if stated in this Declaration. The Association may fine Owners who violate, or whose invitees or guests violate: (a) the terms and provisions of this Section 3.4; or (b) any additional parking rules and/or parking regulations adopted by the Board. If a complaint is received about a violation of any part of this Section 3.4 or any additional parking rules and/or parking regulations adopted by the Board, the Board will be the final authority on the matter.

4. Article III of the Declaration is amended to add a new Section 3.35 entitled "**Removal of Trees**" to read as follows:

SECTION 3.35 **REMOVAL OF TREES.** When removing a tree from a Lot or the right-of-way adjacent to a Lot, or causing a tree to be removed from a Lot or the right-of-way adjacent to a Lot, the Owner must also completely remove, or cause to be removed, the tree stump and root system from the Lot or right-of-way. Grinding a tree stump and/or root system to ground level after the removal of a tree from a Lot or right-of-way is expressly prohibited. Upon removal of a tree, tree stump and root system, the Owner must sod the area(s) from which the tree, tree stump and root system where removed with grass to match the existing grass in the front yard of the Lot. An Owner may not remove a tree from a Lot or the right-of-way adjacent to a Lot if such removal will cause the Lot to be in violation of the landscaping and/or tree requirements of any provision of this Declaration without the first obtaining written approval from the Association.

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

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

IN WITNESS WHEREOF, Developer has executed this instrument on the date set forth, to be effective upon recording in the Official Public Records of Real Property of Brazoria County, Texas. As evidenced by the signature of the president of the Association's Board of Directors below, this instrument was also approved in the open session of a properly noticed meeting of the Association's Board of Directors by at least a majority of the members of the Association's Board of Directors.

DEVELOPER:

**IC Sections 10 and 11, Ltd.
a Texas limited partnership**

General Partner:

L.T. Management, Inc., a Nevada corporation

By: 
Al P. Brende, President

Limited Partners:

By: 
Al P. Brende, Individually

L.T. Partnership, Ltd,
a Texas limited partnership

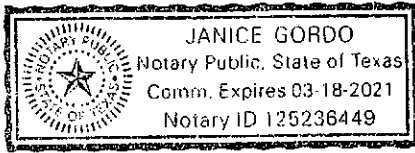
By: L.T. Management, Inc.,
a Nevada corporation

By: 
Al P. Brende, President

[The remainder of this page left blank intentionally.]

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 2nd day of October, 2020, by Al P. Brende, for the purposes and in the capacity stated therein.



[Handwritten Signature]
Notary Public in and for the State of Texas

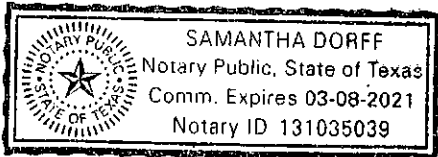
STERLING LAKES PROPERTY OWNERS ASSOCIATION

By: *[Handwritten Signature]*

Printed: Rachel Gwin
Its: President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 8th day of October, 2020, by Rachel Gwin, as president of the Association's Board of Directors.



[Handwritten Signature]
Notary Public in and for the State of Texas

FILED and RECORDED

Instrument Number: 2020058870

Filing and Recording Date: 10/08/2020 01:56:09 PM Pages: 19 Recording Fee: \$94.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-april