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FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SADDLE RANCH

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF BLANCO §

INTRODUCTORY PROVISIONS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Saddle Ranch was filed on January 20, 2026, as Instrument No. 2026-260170 in the Official Public Records of Blanco County, Texas ("*Saddle Ranch Declaration*"); and

WHEREAS, the Saddle Ranch Declaration affects certain tracts or parcels of real property located in Blanco County, Texas, more particularly described in the Saddle Ranch Declaration, including any amendments and supplements thereto, and is incorporated herein by reference for all purposes ("*Property*"); and

WHEREAS, Article 11, Section 11.03 of the Saddle Ranch Declaration provides that Brighton Ranches LLC, a Texas limited liability company, ("*Declarant*"), may unilaterally amend the Saddle Ranch Declaration during the Development Period without the approval or joinder of any other Person or Owner; and

WHEREAS, the Development Period has not expired and Declarant desires to amend the Saddle Ranch Declaration by virtue of this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Saddle Ranch (this "*First Amendment*"); and

WHREAS, the following amendments to the Saddle Ranch Declaration have been approved by Declarant.

NOW, THEREFORE, the Saddle Ranch Declaration is hereby amended by Declarant as follows:

- Article 2, Section 2.16 of the Saddle Ranch Declaration is hereby amended and shall read, in its entirety, as follows:

> ***Section 2.16. Unsightly Articles; Vehicles. No article deemed to be unsightly by the Board shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, no refrigerators, freezers, washing machines, toys, motor scooters, except when in actual use, may be stored within view of any neighboring Lot or street. No abandoned, junked, or unregistered motor vehicles, boats, airplanes, or trailers are permitted on any Lot. No repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. No vehicle of any size which transports flammable or explosive cargo may be kept or parked on the Property at any time, except for use by or on behalf of Declarant in connection with the development of the Property or by a builder or contractor in connection with the construction of Improvements on a Lot.***
>
> ***Parking of commercial vehicles or equipment, recreational vehicles (RVs), campers, boats and other watercraft, and trailers, in places other than in enclosed garages or reasonably screened from public view, is prohibited. Declarant and/or the Board has the authority to regulate the location and storage of RVs on any Lot. In this Section 2.16, the term "reasonably screened" shall mean partially hidden with at least fifty percent (50%) of the commercial vehicles or equipment, RVs, campers, boats and other watercraft, and trailers, hidden from public view. It is up to the sole discretion of the Declarant and/or Board to determine whether such vehicles and/or equipment is "reasonably screened." The ACC and/or Design Guidelines may determine what screening materials may be required. Construction, service and delivery vehicles may be exempt from this provision for such period of time as it is reasonably necessary to provide service or to make a delivery to a Dwelling.***

Mobile homes are prohibited. High quality modular, panelized, or prefabricated cabins are permitted after approval by the Declarant and/or ACC. Notwithstanding the foregoing, sales trailers or other temporary structures installed by the Declarant, Homebuilder or expressly approved by the ACC shall be permitted.

18-wheelers are prohibited on a regular basis as 18-wheelers may only be permitted by Declarant if they are utilized for construction or deliveries. 18-wheelers may not park overnight or daily that extends beyond the construction or delivery. The Board, in its discretion, may enact additional rules governing such temporary, irregular use, or, in the absence of specific rules, shall have discretion in determining what constitutes permissible parking under such circumstances. Additionally, each Owner and resident must abide by any on-street parking ordinances.

- Article 3, Section 3.08 of the Saddle Ranch Declaration is hereby amended and shall read, in its entirety, as follows:

Section 3.08. <u>Single Family Dwelling Units</u>. Any Lot with a minimum square footage of under ten (10) acres may only have a total of three structures and auxiliary buildings not to exceed three thousand (3,000) combined square footage. A maximum of two single-family Dwelling units are permitted on a single Lot. One Dwelling may be two-stories, while the other Dwelling must only be one story. No Dwelling unit, structure, regardless of location or usage, shall exceed thirty-five feet (35') in height. No two-story Dwelling will be approved if it impedes privacy or the views of other Lots, as determined in the sole discretion of the Declarant and/or ACC. The second Dwelling Unit ("Guest House") shall be included within the maximum square footage allowed on the Lot.

- Article 3, Section 3.09 of the Saddle Ranch Declaration is hereby amended and shall read, in its entirety, as follows:

Section 3.09. <u>Minimum Floor Area</u>. The total air-conditioned living area of the single-family residential structure constructed on each Lot, as measured to the outside of exterior walls but exclusive of garages, porches, and patios, shall be no less than 1,000 square feet. The Owner may construct a maximum of three structures (including all single-family Dwelling units and detached structures) on a single Lot. Barns and sheds are permitted but may be no larger than 5,000 square feet combined between all barns and sheds located on the Lot. If an Owner is interested in constructing a barn or shed larger than 5,000 square feet, the Owner must receive the written approval of the Declarant or ACC.

- Article 7, Section 7.01 of the Saddle Ranch Declaration is hereby amended and shall read, in its entirety, as follows:

> ***Section 7.01. <u>Maintenance of Improvements</u>. Each Owner shall maintain the exterior of all buildings, fences, walls and other Improvements on his/her Lot in good condition and repair, and shall replace worn and/or rotten parts, and shall regularly repaint all painted surfaces, re-stain all stained surfaces and shall not permit the roofs, rain gutters, down spouts, exterior walls, windows, doors, walks, driveways, parking areas or other exterior portions of the improvements to deteriorate in an unattractive manner. All fences shall be kept neat, clean and in good repair. Any fence which is damaged, leaning, or otherwise not in good repair shall be immediately repaired or replaced. No Owner is permitted to remove the perimeter fencing on their Lot or cause such perimeter fence to become, or remain broken, damaged, or open. Failure to timely repair the perimeter fence, cause the perimeter fence to become, or remain broken, damaged, or open, may result in a violation fine, penalty, or infraction. If any Owner or Owner's contractor permits any animal to become loose or permit any animal to roam free due to any opening in the perimeter fence or removal of the perimeter fence, such Owner shall be held financially responsible for any damage caused by the roaming animal, including any damage sustained to property owned by the Association or property of other Lot Owners.***

The terms and provisions of the Saddle Ranch Declaration, except as modified herein, are hereby declared to be in full force and effect with respect to the Property. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in the Saddle Ranch Declaration. The Property shall continue to be held, occupied, sold, and conveyed subject to the terms and conditions of the Saddle Ranch Declaration and now this First Amendment, which shall run with title to the Property and are binding on all parties having any right, title or interest in and to the Property or any part thereof, including their heirs, representatives, successors, transferees and assigns, and shall inure to the benefit of each Owner thereof.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to the Saddle Ranch Declaration to be filed with the office of Blanco County, Texas.

DECLARANT:

BRIGHTON RANCHES LLC,
a Texas limited liability company

_____
Jack Leonard, President

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Jack Leonard, President of Brighton Ranches LLC, a Texas limited liability company known to me to be the person whose name is subscribed on the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND AFFIRMED SEAL OF OFFICE on this the ____ day of _____, 20_____.

_____
Notary Public, State of Texas