

**ADDENDUM TO FIFTH SUPPLEMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR EAGLE'S BLUFF**

Addendum Related to The Cottages

This Addendum (this "addendum") to the Fifth Supplement to the Declaration of Covenants, Conditions and Restrictions ("Declaration") for **Eagle's Bluff** ("The Cottages at Eagle's Bluff") is executed by EAGLE'S BLUFF CLUB, LLC, a Texas Limited Partnership ("Declarant"), the sole owner of the annexed property defined in the Fifth Supplement (recorded Document Number 00677556, in Volume 2471, Page 705 of the Real Property Records of Cherokee County, Texas).

RECITALS

- A. Declarant executed The First Amended Declaration of Covenants, Conditions and Restrictions for Eagle's Bluff dated August 7, 2014, which was recorded as Document Number 00637130 in Volume 2233, Page 147 of the Real Property Records of Cherokee County, Texas (the "Declaration").
- B. Declarant rights were assigned to Eagles Bluff Club, LLC by Pars at the Lake, LLC and associated entities Grace Creek Development, LP, and Cypress Hills Premier Homes, LLC, on February 22, 2016, which was recorded in Volume 2311, Page 131 of the Real Property Records of Cherokee County, Texas.
- C. Eagle's Bluff Community Association (the "Association") executed the Second Amended Declaration of Covenants, Conditions and Restrictions for Eagle's Bluff dated June 30, 2016, which was recorded as Document Number 00653510 in Volume 2329, Page 148 of the Real Property Records of Cherokee County, Texas (the "Declaration").
- D. The Association executed the Third Amended Declaration of Covenants, Conditions and Restrictions for Eagle's Bluff dated September 27, 2017, which was recorded as Document Number 00665601 in Volume 2400, Page 729 of the Real Property Records of Cherokee County, Texas (the "Declaration").
- E. The Association executed the Fourth Amended Declaration of Covenants, Conditions and Restrictions for Eagle's Bluff dated September 28, 2018, which was recorded as Document Number 20180100040207 of the Real Property Records of Cherokee County, Texas (the "Declaration").
- F. Section 1.27 of the Declaration allows for the creation of new Unit Types to be added as part of any Supplement to the Declaration. Specifically, this section states in part the following:

"...Additional Unit Types may be added and defined from time to time, but such new Unit Types shall require approval by the Board and the Declarant in additional Supplements to the Declaration, ..., without need to vote as an amended

Declaration. Each new Unit Type when defined, shall address its assessment methodology; voting rights; any committee representation; and any specific use and architectural restrictions if different than those adopted by the general Association."

NOW, THEREFORE, Declarant hereby files an addendum to the Fifth Supplement to the Declaration per the rights provided by the Fourth Amendment to the Declaration to supplement the Declaration with characteristics of the newly annexed properties, The Cottages at Eagle's Bluff, which from this point herein shall be referred to as The Cottages. The supplemental terms and conditions supplied herein this Addendum are now a part of the Declaration to be applied to all properties within The Cottages annexation, as if these terms and conditions had been originally described in the Declaration.

Except as supplemented per this Addendum, the Declaration shall remain in full force and effect, and Declarant reserves the right, but requiring Association Board approval, to further add to this Addendum in the future.

I. DEFINITIONS (supplemented as follows—)

1. **"The Cottages"** refers to the surveyed property as annexed to Exhibit A in the Documents in the Fifth Supplement. Attachment 1 of this Addendum exhibits the platted properties that will herein be referred to as "Cottage Unit(s)". This particular annexation is declared as a 55+ Community where at least one person residing at each home is age 55 or older, and the remaining residents are over the age of 40.
2. **"Cottage Unit"** is a platted Unit within The Cottages which is intended for development, use and occupancy for a residence as a single-family detached home. Any owner that acquires multiple lots shall be entitled to one (1) Class C Member vote (see herein "III. Membership and Voting Rights") per lot acquired, along with one (1) assessment per lot acquired (see herein "X. Assessments"), regardless of any subsequent re-platting. It is not a Residential Unit as defined in the Documents.

The Cottage Units, as a separate, unique section of the Properties, shall be represented by a three (3) person committee of Cottage Unit owners, which will derive their authority from the Board of Directors pursuant to section 3.2 of the Bylaws of the Association. This committee shall be empowered by the Board to assist with, and work in conjunction with the Property Management agency regarding matters of creating the Cottage Unit annual budget and assessments and general community affairs specific to The Cottages. Unless a recommendation from this committee is determined to not be in the general best interest of the Eagle's Bluff Community, at the Declarant and/or Board's sole discretion, the Board shall accept and incorporate their recommendations into the normal planning functions of EBCA. This committee or an appointed representative shall meet with the EBCA Board at each Executive session during its allotted time slot on the meeting agenda.

The membership of this committee shall be determined by a local election each year, where Owners of Cottage Units shall nominate and elect by popular vote each committee member,

unless there is an elected Board of Director that is an owner of the Cottages, wherein such director shall serve on the committee for the duration of that director's term as a member of the Board of Directors. The EBCA will oversee this annual election, and such election shall be in conformity with the mandates of any election pursuant to the EBCA governing documents.

Assessments for Cottage Units are discussed herein this Addendum pertaining to Section X. Voting rights are as a Class C Member and is defined herein this Addendum pertaining to Section III. The Cottage Units shall be subject to the Use Restrictions, Architectural Design Guidelines and the Violation Fine Policy of EBCA, as a covenant that follows the land. Furthermore, additional Use Restrictions specific to The Cottages may be created by and enforced by the Declarant and/or Board of Directors, along with specific Design Guidelines.

3. **"Documents"** mean this Addendum; the Plat and Plans of Exhibit A and all Supplements; the Bylaws; the Declaration; and the Rules of the Association, as each may be amended from time to time.
4. **"Limited Common Area of The Cottages" (LCA)** means a subset of the "Common Area", if any, allocated for the exclusive use of one or more Cottage Units. These areas are identified in Attachment 1 as the white/unshaded area within the The Cottages.
5. **"Limited Common Expense of The Cottages" (LCE)** are the costs of maintaining, repairing and servicing the LCA, as well as any other costs to the Association for the general benefit of The Cottages as defined in Attachment 3 or elsewhere in the Documents.

II. PROPERTY RIGHTS (no further supplements)

III. MEMBERSHIP AND VOTING RIGHTS (supplemented as follows—)

This Addendum adds a fifth Membership Class — Class C, which is defined as follows:

1. Class "C". Class "C" Members shall be all Owners of Cottage Units designated for improvement as a single-family residence. Class "C" Members shall have one (1) equal vote for each Cottage Unit in which they hold the interest required for membership in Section 3.2 of the Declaration provided there shall be only one (1) vote per Unit and no vote shall be exercised for any property which is exempt from assessment under Section 10.12 of the Declaration.

This membership class shall serve and act and count as a Class "A" Member in the Documents for Association issues or ballots that affect all Units, e.g., Board elections. It is further declared that member ballots on issues specific only to The Cottages can only be voted on by Class "C" Members.

IV. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION (no further supplements)

V. MAINTENANCE (supplemented as follows—)

Association Responsibility

1. The Association maintains, repairs and replaces, as an LCE, the elements of The Cottages listed below, regardless of whether the elements are on Units or LCA:
 - A. the LCA serving the Cottage Units;
 - B. any real and personal property owned by the Association;
 - C. any area, item, easement or service the maintenance of which is assigned to the Association by Attachment 3 of this Addendum or the Documents.
2. The Association may be relieved of all or any portion of its maintenance responsibilities herein to the extent that:
 - A. such maintenance responsibility is assigned to an Owner; or
 - B. such maintenance responsibility is assumed by an Owner and such assumption is approved by the Board.
3. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed by an Owner or Occupant on or to elements of The Cottages that is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or Occupant and they shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

Disputes

1. If a dispute arises regarding the allocation of maintenance responsibilities by the Documents, the dispute will be resolved by the Board. Unit maintenance responsibilities that are allocated to the Association are intended to be interpreted narrowly to limit and confine the scope of the Association responsibility. It is the intent of this Addendum herein that all elements and areas not expressly delegated to the Association are the responsibility of the individual Owners unless otherwise approved by the Board.

VI. INSURANCE AND CASUALTY LOSSES (no further supplements)

VII. NO PARTITION (no further supplements)

VIII. CONDEMNATION (no further supplements)

IX. ANNEXATION AND WITHDRAWAL OF PROPERTY (no further supplements)

X. ASSESSMENTS (supplemented as follows—)

1. **Base Assessment for The Cottages.** Consists of three (3) parts — General; Operating and Reserve — used to cover expenses for The Cottages related to the recurring, periodic and anticipated responsibilities of the Association, including but not limited to:

A. General

1. Fee for pro rata sharing with the total residential community of management, legal, accounting, auditing and professional fees for services to the Association, costs of operating the Association, Association income taxes, and the budgeted expense to maintain shared general common area.

B. Operating

1. Maintenance of the LCA;
2. Maintenance of yard area of each individual Cottage Unit (mowing, edging, trimming);
3. Utilities billed to the Association for The Cottages;
4. Services obtained by the Association and available to all Cottage Units;
5. Taxes on Association owned property in The Cottages;
6. Insurance premiums and deductibles associated with The Cottages; and
7. Any other expense the Association is required by Applicable Law or the Documents to pay or is necessary for the enforcement of the Documents applicable to The Cottages.

C. Reserve

1. Contributions to Cottages Reserve for repair and replacement of items in the LCA; elements of Cottage Units for which the Association is responsible; and any Improvements, equipment, signage and property owned by the Association within The Cottages.

To maintain these funds, two (2) bank accounts exclusive to The Cottages will be used — one for Operating Expenses and one for Capital Expenses (Reserve); whereas the General Fee will be deposited in the EBCA account for EBCA Operating Expenses.

Cottage Units owned by Builders shall not be liable for the regular base assessment until either i) the sale of the spec home to a buyer, at which time the pro-rated base assessment will be collected from the buyer during the closing exercise, or ii) the spec home becomes a model home, at which time the Builder will be required to pay the full annual assessment and the Association will begin being liable for its responsibilities for that particular Cottage Unit. However, such liability is not waived if a Unit owned by the Builder is one that is affected by a Special or Specific assessment. During the time the spec home remains unsold and the Builder is not paying the base assessment, the Builder has total liability for that Unit, including the maintenance required to maintain the general community standard per the Documents. Furthermore, the Builder must demonstrate to the Association that an acceptable level of insurance coverage is associated with the Unit.

XI. ARCHITECTURAL STANDARDS (supplemented as follows —)

1. The Architectural Guidelines were supplemented to include “Design Guidelines - Part 6 - The Cottages,” and is included herein as Attachment 2.

XII. USE RESTRICTION RULES (supplemented as follows —)

1. Household Composition of Cottage Units. Article 12.4.(c) of the Declaration is further excepted to allow household composition of Cottage Units to comply with the age requirements that define this segment of Eagle's Bluff as an age 55+ community.

XIII. EASEMENTS (no further supplements)

XIV. MORTGAGEE PROVISIONS (no further supplements)

XV. DECLARANT'S RIGHTS (no further supplements)

XVI. LIMITATIONS ON LIABILITY (no further supplements)

XVII. DISPUTE RESOLUTION AND LIMITATION ON LITIGATION (no further supplements)

XVIII. GENERAL PROVISIONS (no further supplements)

Attachments. The attachments incorporated herein this Addendum are by reference:

Attachment 1 Property Plat of The Cottages

Attachment 2 Architectural Guidelines for The Cottages

Attachment 3 Maintenance Responsibility for Cottage Units

8-27-2020
Date

Steven C. Plybon
Declarant

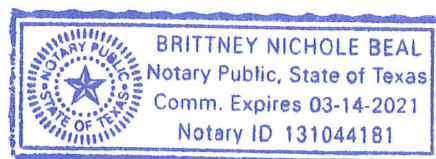
STATE OF TEXAS §
 §
COUNTY OF CHEROKEE §

BEFORE ME, the undersigned authority, on the 27th day of August, 2020, personally appeared, Steven Plybon, to me known to be the Declarant of Eagle's Bluff Community Association, Inc., and he acknowledged before me he executed the same for the purposes therein expressed.

B. Beal

Notary Public, State of Texas
My Commission

Expires: 3-14-21



08-27-2020 Ron Safford
Date Ron Safford

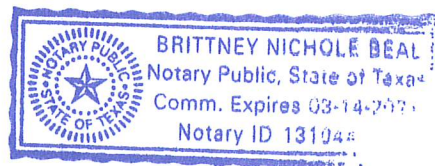
STATE OF TEXAS §
§
COUNTY OF CHEROKEE §

BEFORE ME, the undersigned authority, on the 27th day of August, 2020, personally appeared, Ron Safford, to me known to be the President of Board of Directors for Eagle's Bluff Community Association, Inc., and he acknowledged before me he executed the same for the purposes therein expressed.

B. Beal

Notary Public, State of Texas
My Commission

Expires: 3-14-21



The Cottages Lots

Lot Planning Criteria		Landscape Criteria		Architectural Criteria	
REQUIRED TREE REMOVAL PROCESS	To remove trees that are 3" or more in caliper (measured 1' from grade/base of tree), prior approval must be received.			ARCHITECTURAL STYLE	
SETBACKS		FRONT YARD REQUIREMENTS		APPROPRIATE: THE TEXAS STYLE OF ARCHITECTURE CAN BEST BE DESCRIBED AS "SESIBLE AND STRAIGHTFORWARD RATHER THAN STYLISH AND SHOWY" FROM IMPRESSIONS BY LAWRENCE SPECK.	AMERICAN COTTAGE, ENGLISH COTTAGE, ENGLISH TUDOR, FRENCH COUNTRY, TWO-STORY RANCH, SALTBOS, PALLADIAN, QUEEN ANNE, NEO-CLASSICAL, NEO-GEORGIAN (REFER TO AZALEA DISTRICT AND BERGFELD PARK), CRAFTSMAN, PLANTATION
FRONT	20'	ORNAMENTAL TREES	(2) AT 15 GAL. OR (1) AT 1+1/2 CALIPER	NOT APPROPRIATE	CARPENTER GOTHIC, DUTCH GABLE, ITALIANATE, SPANISH, FARMHOUSE, PLANTATION, EMPIRE, PRAIRIE, CHARLESTON, SOUTHWEST, ORNATE VICTORIAN
SIDE	7.5 feet	MEDIUM SIZE SHRUBS	Minimum 20 AT 3-5 GAL.	WALL/RETAINING WALL STRUCTURE	MUST HAVE A LICENSED ENGINEER SIGN OFF ON ALL WALL STRUCTURE DESIGNS. THE WALL MUST BE IN AESTHETIC HARMONY WITH THE EXTERNAL DESIGN OF EXISTING STRUCTURES.
REAR	25' - property line to rear of home	BORDER PLANTS	Minimum 15 AT 1 GAL.	FOUNDATIONS	LIMITED CLEARING BEYOND 5' OF FOUNDATION LINE, TREE AND FORM SURVEY REQUIRED.

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The Cottages Lots

Lot Planning Criteria		Landscape Criteria		Architectural Criteria	
MAXIMUM LOT COVERAGE	60% (includes house, garage and all paved surfaces)	LAWN	SOD ONLY	PERCENT MASONRY REQUIREMENT	75% BRICK, STONE OR STUCCO
Front	20 feet	ORNAMENTAL TREES	N/A	ELEVATIONS	NO BLANK WALLS MAY FACE A STREET, LAKE, GOLF COURSE OR COMMON AREA
MINIMUM UNIT SIZE		REAR YARD REQUIREMENTS			
MAX. BLDG. HEIGHT	2 Story	MEDIUM SIZE SHRUBS	MINIMUM (12) 3-5 GALLON AZALEAS NEAR REAR PROPERTY LINE IN NATURALISTIC PLANTING SCHEME	EXTERIOR MATERIALS NOT PERMITTED	METAL SIDING; NATURALLY WEATHERED WOOD, MASONITE SIDING, PLYWOOD SIDING
UNIT REPETITION	N/A	FOUNDATION PLANTINGS	SCREEN ALL FOUNDATIONS	ROOF	
SAME PLAN, SAME ELEVATION ON THE SAME SIDE OF THE STREET	N/A	LAWN	SOD ONLY	PITCH	VARIES WITH ARCHITECTURAL STYLE

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The Cottages Lots

Lot Planning Criteria		Landscape Criteria		Architectural Criteria	
SAME PLAN, SAME ELEVATION ON BOTH SIDES OF THE STREET	N/A	UTILITY PEDESTALS	SCREEN ALL SIDES VISIBLE	MATERIALS	30 YR. WARRANTY SUCH AS PRESTIQUE 1 OR PRESTIQUE PLUS; STANDING METAL SEAM, NATURAL STONE, SLATE OR CONCRETE TILES. CLAY TILE APPROVED BY NCC AND APPROPRIATE FOR ARCHITECTURAL SHINGLE STYLE
SAME PLAN, DIFFERENT ELEVATION ON BOTH SIDES OF THE STREET	N/A	MECHANICAL EQUIPMENT & METERS	SCREEN ALL SIDES VISIBLE TO THE PUBLIC	ROOF FORMS NOT PERMITTED	FLAT
SAME BRICK OR STONE TYPE ON NEIGHBORING LOTS OR LOTS DIRECTLY ACROSS THE STREET	N/A	LANDSCAPE LIGHTING		SOLAR PANELS	PERMITTED ON REAR ONLY
COMPOSITE BUILDING SITES	N/A	PERMITTED	CAST ALUMINUM, BRASS OR WOOD FIXTURES		
GARAGE PLACEMENT				CHIMNEYS	
GENERAL		NOT PERMITTED	PLASTIC LIGHTING FIXTURES, COLORED LIGHTING, POLE-MOUNTED FIXTURES, EXPOSED TRANSFORMERS AND WIRING, "SPILL-OVER" LIGHTING ONTO NEIGHBORING YARDS, STREETS OR PUBLIC SPACES.	EXTERIOR	MASONRY OR STONE ONLY
LAKE OR GOLF COURSE	FRONT LOADED	LANDSCAPE PLAN SUBMITTAL TO NCC	REQUIRED 30 DAYS PRIOR TO INSTALLATION OR 3 MONTHS AFTER THE START OF NEW HOME CONSTRUCTION	GAS FIREPLACES	DIRECT VENT PERMITTED

The Cottages Lots

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Lot Planning Criteria		Landscape Criteria		Architectural Criteria	
DRIVEWAYS				WINDOWS	
WIDTH OF DRIVEWAY AT THE CURB	16' FOR FRONT LOADED; 5' RADIUS AT INTERSECTION WITH STREET CURB	PLANTING BEDS	SHREDDED PINE BARK, CYPRESS OR CEDAR MULCH, GRAVEL OR ROCK	PERMITTED	WOOD, METAL-CLAD OR VINYL CLAD
GOLF CART PATH	GOLF CART PATH ON PROPERTY LINE AND TURN INTO SEPARATE GARAGES			NOT PERMITTED	ALUMINUM, REFLECTIVE GLASS OR PLACING, WROUGHT IRON ORNAMENTATION OR BURGLAR BARS, METAL AWNINGS, SOLAR SCREENS
MAX. WIDTH OF DRIVEWAY AT FACE OF GARAGE	TWO CAR: 20'			SHUTTERS	EACH SHUTTER MUST BE APPROPRIATE FOR THE SHAPE OF THE WINDOW
LOCATION OF DRIVEWAY	DEPENDENT ON TREE PRESERVATION AND APPROVED LOT PLAN			TRIM	WOOD TRIM OF FINISH GRADE STOCK (STAINED OR PAINTED), HARDI PLANK CONCRETE SIDING
DRIVEWAY SIDE SETBACK	3' MINIMUM			PAINT	MAX. 3 COLORS PER DWELLING, 100% DURABLE ACRYLIC ENCOURAGED, SUBMIT PALETTE TO NCC
CIRCULAR DRIVES	NOT PERMITTED				
SIDEWALKS				GARAGES	

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The Cottages Lots

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Lot Planning Criteria		Landscape Criteria		Architectural Criteria	
LOCATION	4' WIDTH LOCATED AT RIGHT-OF-WAY LINE BY BUILDER			VEHICLE STORAGE	MINIMUM 2 CAR GARAGE
EXISTING VEGETATION	AVOID TREES GREATER THAN 3" CALIPER; GENTLE RADII MUST BE OBSERVED WHEN AVOIDING EXISTING TREES			GARAGE DOORS	METAL, paneled construction, stained or painted wood
WALKWAYS					
MATERIALS PERMITTED	CONCRETE OR COMPARABLE; ASPHALT OR CRUSHED STONE NOT PERMITTED			PERMITTED	DOUBLE FRONT-FACING GARAGE DOORS
SIZE	4' WIDTH			GOLF CART STORAGE	MUST BE CONTAINED WITHIN GARAGE
OTHER	MUST BE CONTINUOUS THROUGH DRIVEWAYS AND SIDEWALKS FROM HOUSE TO CURB			ADDRESSES	N/A
5' CONTINUOUS USE EASEMENT (See Appendix)	PERMITS SIDEWALK TO MEANDER AROUND TRANSFORMERS AND PROVIDES AREA FOR SCREENING			ENTRIES	N/A
ANCILLARY STRUCTURES					

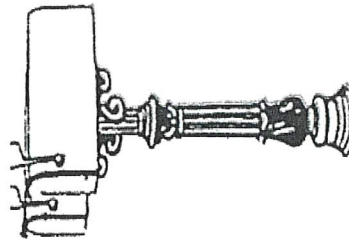
The Cottages Lots

Lot Planning Criteria		Landscape Criteria		Architectural Criteria	
PERMITTED				ANTENNAE, SATELLITE DISHES AND RADIO TOWERS	ANTENNAE AND SATELLITE DISHES MUST BE PLACED ON SIDE OR REAR SLOPE NOT FACING STREET OR GOLF COURSE. THEY MAY NOT EXTEND ABOVE THE RIDGELINE OF THE ROOF. TOWERS ARE NOT PERMITTED
NOT PERMITTED	STORAGE SHEDS, PLAYHOUSES OF A PERMANENT NATURE, GREENHOUSES OR CABANAS				
POOL, HOT TUBS, DECKS	REAR YARDS ONLY; MUST OBEY SIDE SETBACKS; NO SCREEN FENCING PERMITTED; NO ABOVE GROUND SWIMMING POOLS; SAFETY FENCING PER STATE AND/OR LOCAL REQUIREMENTS; POOL APPURTENANCES ABOVE 4' NOT PERMITTED; SCREEN POOL EQUIPMENT. POOLS MUST BE 15' FROM REAR OF PROPERTY LINE.				
DOG RUN GUIDELINE	NOT PERMITTED				
FENCING	NOT PERMITTED				
MAILBOXES	DECORATIVE POSTS				

The Cottages Lots

Lot Planning Criteria		Landscape Criteria		Architectural Criteria	
SEPTIC SYSTEM	SEPTIC SYSTEMS MUST BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF AQUATX, INC.	STATE OF TEXAS COUNTY OF CHEROKEE I hereby certify that the following was filed on this date and time stamped before me and was duly recorded in the books and pages of the public records of the County of Cherokee, Texas. See 10/1/20	Document Number: 00692816 Recorded: 10/1/20 At: 10:00 AM Notary Public for Cherokee County, Texas J. Lee Smith		00692816 OR 10/1/20
FINAL GRADE	LOT TO BE GRADED SO THAT STORM WATER WILL NOT ENTER THE HOME, BE DIVERTED TO COMMON AREA OR NEIGHBORING LOTS. CARE IS TO BE TAKEN TO AVOID EROSION.				

MAILBOX EXAMPLE



MAILBOX: Can be wrought iron or metal post, decorative stone or brick.