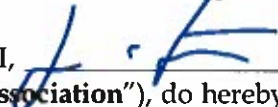


FIRST AMENDMENT TO GUIDELINES
for
NEW HOME CONSTRUCTION
and
MODIFICATIONS TO HOME AND PROPERTY FOR OAKWOOD SHORES

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

I, , President of Oakwood Shores Property Owners Association, Inc. (the "Association"), do hereby certify that at a meeting of the Board of Directors of the Association (the "Board") duly called and held on the 11th day of August, 2022, with at least a quorum of the Board members being present and remaining throughout, and being duly authorized to transact business, the following First Amendment to Guidelines for New Home Construction and Modifications to Home and Property for Oakwood Shores (the "Amendment") was duly approved by a majority vote of the members of the Board:

RECITALS:

1. The Guidelines for New Home Construction and Modifications to Home and Property for Oakwood Shores (the "Guidelines") were recorded under Clerk's File No. 2019016334 of the Official Public Records of Brazoria County, Texas.
2. The Association, acting through its Board of Directors, desires to amend the Guidelines.
3. This Amendment of the Guidelines has been approved by the requisite vote of the Board of Directors.

AMENDMENTS:

Article A, Section (I)(A)(3) is hereby amended and restated as follows:

3. City of Richwood Requirements

The Oakwood Shores is within the city limits of Richwood and thus builders are required to provide the City with all documents necessary to obtain building and other permits from them. The City of Richwood Ordinances and any applicable City rules & regulations shall take precedence over the Association's restrictions, rules, guidelines, etc. when the City's Ordinances are stricter.

The City of Richwood provides water service to Oakwood Shores. Connection to these and applicable fees must be coordinated with the City.

Article A, Section (I)(B)(2)(a) is hereby amended and restated as follows:

a) Builder will allow representatives from the Committee as well as the Association to inspect property without liability at any time. "Builder" is hereby defined as anyone, including the Lot owner, that builds on a Lot. This will include the \$100.00/day fine for Lot owners that perform self-builds on a Lot (e.g., fences and any unapproved building projects). Additionally, there shall be a \$2,000.00 fine for Builders that perform builds without written approval from a majority of the ACC and submitted by the Association's management company to the Board.

Article A, Section (I)(B)(2)(g) is hereby amended and restated as follows:

g) The site is to be cleared daily of all debris that may be blown to other Lots during any type of storm activity or other high winds. Scrap materials and trash produced in connection with the construction of a house shall be kept to a confined area preferably to the side or behind the house or contained inside roll off dumpsters located on the property and off street. Roads are to be free of debris (dirt, material, etc.). Roads shall be swept with a road sweeper. Bobcats/skid steers are not permitted to scrape road surfaces.

Article A, Section (I)(B)(2)(q) is hereby amended and restated as follows:

q) Unless noted otherwise, Builder must commence to cure violations within twenty-four (24) hours after receipt of written notice and/or email notification of violation and diligently proceed to complete the cure. If Builder fails to comply, the Association may perform the work which is the Builder's responsibility and charge Builder for cost of the work. In addition, a fine of \$500.00 per day for each violation will be charged by the Association until the violation(s) is cured.

Article A, Section (I)(B)(2)(r) is hereby added to read as follows:

r) The Association reserves the right to refuse to allow/approve builders or contractors to perform any work in the Oakwood Shores community if there is a documented pattern (at least 3 documented violations) of failure to follow CCR's, Guidelines, Local or State Ordinances or Laws. Builders are responsible for their hired contractors' actions or in actions which could result in restriction to

perform any work in the Oakwood Shores community by both the builder and contractor. Builders/Contractors will be notified by email and letter of denial and will be allowed no more than 30 days to meet with the board for appeal. Builders/contractors wishing to appeal will need to send an email and letter to the Association's Property Management Company within 30 days.

If a builder or contractor is denied approval, the restriction from performing work will restrict the builder, contractor, or any other person expressly detailed in the denial letter from performing any work in the Oakwood Shores subdivision for not less than 3 years. If it is found that a builder/contractor performs any work during the 3 year restriction time, the restriction time for that builder/ contractor will reset to a new 3 year restriction to the last date of unauthorized work.

Any property owner that knowingly or unknowingly allows a builder/contractor or any other person expressly detailed in the denial letter to perform any type of work within the Oakwood Shores community will be issued a cease and desist notice by phone, email and letter. Any further construction against the cease and desist will result in a \$500.00 a day fine until the property owner hires a new builder/contractor and is granted approval to continue work by the AAC and the Association's Board of Directors. Property owners wishing to appeal the violation or fine will need to send an email and letter to the Association's Property Management Company within 30 days. The Association's Board of Directors will make the final decision on any repeal, reduction of fine amount.

To allow a restricted builder/contractor to perform work in Oakwood Shores before the builder/contractor's end of their 3 year restriction date, a unanimous approval must be obtained by the current Board of Directors.

All recorded violations from builders/contractors will be kept/maintained in the Association's books and records and can be used for refusal to perform any type of work at any time.

Article A, Section (I)(B)(2)(s) is hereby added to read as follows:

s) Elevation. Oakwood Shores has adopted the City of Richwood's elevation requirements. The current Base Flood Elevation (BFE) for all of Oakwood Shores is twelve (12) feet. All new homes/structures will be no higher than thirteen (13) feet at final elevation and will be required to provide this information at the time of application.

Article A, Section (I)(B)(2)(t) is hereby added to read as follows:

t) Construction of House/Structure Pad. Before commencing construction of any house or structure pad, all plans must first be submitted and approved by the ACC.

Article A, Section IV(B) is hereby amended and restated as follows:

B. Landscaping

Planting beds are required at the base of the home and to screen additional improvements located on the Lot as directed by the CCR's and these Guidelines. Planting beds are required to be located across seventy-five percent (75%) of the front of the home. This is not to preclude the desire for additional planting beds in other areas of the Lot.

Oakwood Shores requires the use of curvilinear mulched beds with layered plantings arranged in loose organization and taking into account mature size, texture, leaf color, seasonal interest, flower color and timing of flower production, and architectural features of the home.

All areas of the Lot that have had vegetation removed, destroyed, or damaged due to construction must be re-established with a permanent vegetative cover. Some areas of the Lot such as under existing mature trees are allowed to have a mulch bed where the shade provided by the tree is dense enough to limit the success of the grass establishment.

Decorative landscape planters may be in front of the home when constructed of precast concrete, marble, painted cast aluminum, terra cotta, or other durable materials. Wooden barrels, thin plastic or fiberglass, and other nondurable materials, are not acceptable for landscape planters or decorative accessories in front of the home.

Article B, Section II(F) titled "Barns and/or Shops", the subsection titled "Size" is hereby amended and restated, as follows:

Size: Size of accessory buildings (barns and/or shed) may not exceed 70% of the total square footage of the Main Dwelling, not to exceed 2,100 square feet. Accessory buildings cannot be greater in height than the Main Dwelling and may only consist of a single story. Accessory buildings must be architecturally consistent with the Main Dwelling and no more than a single structure shall be allowed. The square footage of any lean-to on the accessory building will not be counted in the total square footage of the accessory building. A maximum of three

(3) overhangs/lean-tos will be allowed. The ACC and the Board shall have final approval/denial authority to meet the aesthetics of the community.

Article B, Section II(G) is hereby amended and restated, as follows:

G. Workshop

A workshop shall generally follow the guidelines established for Horse Barns and those from Article III, Section 3.01(b).

Article B, Section XII(A) is hereby amended and restated as follows:

A. General

Solar energy devices must be located on the roof as designated and approved by the ACC and may not be visible from a street in front of the Dwelling unless an alternate location increases the estimated annual energy production of the device by more than ten percent (10%) above the energy production of the device if located in the area designated by the ACC. For determining estimated annual energy production, the parties must use a publicly available modeling tool provided by the National Renewable Energy Laboratory. The ACC will not approve a solar energy device to be mounted on the front portion of a roof except as required by Texas Property Code Section 202.010(d)(5)(B). The "front portion of a roof" includes, but is not limited to, any portion of a roof on a building on the property that slopes toward the front property line of the property.

The Solar Energy Device and any related mast, frame, brackets, support structure, piping and wiring must be silver, bronze or black in color commonly available from manufacturers and no advertising shall be permitted upon the Solar Energy Device or any related mast, frame, brackets, support structure, piping and wiring, other than the standard labeling included by the manufacturer.

Attached to this Amendment as Exhibit "A" is the Oakwood Shores Drainage Certification of Repair that shall be required to be completed and submitted to the Association.

All other provisions of the Guidelines shall remain in full force and effect.

I hereby certify that I am the duly elected, qualified and acting President of the Association and that the foregoing amendment was approved by a majority vote of the Board of Directors as set forth above and now appears in the books and records of the Association.

TO CERTIFY which witness my hand this the 3rd day of September, 2022.

Oakwood Shores Property Owners Association, Inc.

By: [Signature]
Printed: Joshua C. Strawn

Its: President

STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on 3 day of September, 2022, by Joshua C. Strawn, as President of Oakwood Shores Property Owners Association, Inc. on behalf of said corporation.

[Signature]

Notary Public in and for the State of Texas



EXHIBIT "A"

Oakwood Shores Drainage Certification of Repair

The Community of Oakwood Shores is a Master Planned Community located in the City of Richwood in Brazoria County, Texas. Pursuant to Article III, Section 3.13(c) of the Declaration of Covenants, Conditions and Restrictions for Oakwood Shores, any damage or upkeep to the drainage ditches located along the front and side of Lots are the responsibility of the property owner.

Any damage to any part of the Lot's drainage system will require the property owner to repair **ALL** of the drainage to its original line and grade and ensure the slope and grade is per the recorded plat to maintain proper flow.

This notarized document will serve as sworn record of construction work performed between Oakwood Shores Property Owners Association, Property Owner, Builder and/or Contractor/ Company performing the construction work that the repair to **ALL** of the Lot's drainage has been completed and drainage is returned to its original state per the recorded plat and is in accordance with any and all Local, County, and State Laws or ordinances.

- Recorded grade/ slope of damaged ditch per recorded plat: _____
- Recorded grade/ slope of damaged ditch after repair: _____

Additional details of work performed:

Name(s) of Property Owners: _____

Phone Number: _____

Address of Property: _____

Date of Damage: _____

Date of Repair: _____

Contractor/ Company performing Repair: _____

Address and Phone Number: _____

Signature of Property Owners: _____

Signature of Builder/Contractor/ Company Performing Work: _____

Notary Seal and Notary
Signature Here