

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS



Rose Pietsch

ROSE PIETSCH, County Clerk

Bastrop Texas

October 21, 2020 02:23:51 PM

FEE: \$70.00

RESTRICTION

202018378

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM



NEW COLONY

Bastrop County, Texas

**FIRST AMENDMENT TO
HOMEBUILDER DESIGN GUIDELINES
[SHEDS AND OUTBUILDINGS]**

Cross-reference to: (i) New Colony Master Covenant [Residential], recorded as Document No. 2018094411 in the Official Public Records of Bastrop County, Texas, as amended from time to time; and (ii) Homebuilder Design Guidelines for New Colony, recorded as Document No. 201912598 in the Official Public Records of Bastrop County, Texas.

NEW COLONY

FIRST AMENDMENT TO HOMEBUILDER DESIGN GUIDELINES

This First Amendment to Homebuilder Design Guidelines for New Colony (this "**Amendment**") is made by the New Colony Reviewer, and is as follows:

RECITALS

A. **HUNT COMMUNITIES BASTROP, LLC**, a Texas limited liability company (the "**Declarant**") previously executed and recorded that certain New Colony Master Covenant [Residential], recorded as Document No. 2018094411 in the Official Public Records of Bastrop County, Texas, as amended from time to time (the "**Covenant**").

B. Until the expiration of the Development Period, the New Colony Reviewer is Declarant or its designee.

C. Pursuant to *Section 6.4.2* of the Covenant, the New Colony Reviewer previously adopted the Homebuilder Design Guidelines for New Colony, recorded as Document No. 201912598 in the Official Public Records of Bastrop County, Texas (these "**Design Guidelines**").

D. Pursuant to *Section 6.4.2* of the Covenant, the New Colony Reviewer has the power, from time to time, to amend, modify or supplement the Design Guidelines.

E. Declarant, as the New Colony Reviewer, desires to amend, modify and supplement the Design Guidelines as set forth herein.

NOW, THEREFORE, Declarant, as the New Colony Reviewer, hereby amends, modifies and supplements the Design Guidelines as follows:

1. **Off-Street Parking Spaces.** The first bullet point under Construction & Materials in *Section 2, Driveways*, of the Design Guidelines is hereby deleted in its entirety and replaced as follows:

- A minimum of four (4) off-street parking spaces are required for each Residential Lot. (Garage: 2/Drive: 2)
- A minimum of two (2) off-street parking spaces are required for each Condominium Unit. (Garage: 1/Drive: 1)

2. **Width of Walkways.** *Section 2, Walkways*, of the Design Guidelines is hereby amended and modified as follows:

All walkways previously required to be five feet (5') in width shall now be required to be four feet (4') in width and constructed in a consistent manner, producing a uniform appearance.

3. **Fencing Specifications: Metal.** Exhibit 2.g.8 of the Design Guidelines is hereby deleted in its entirety and replaced as follows:

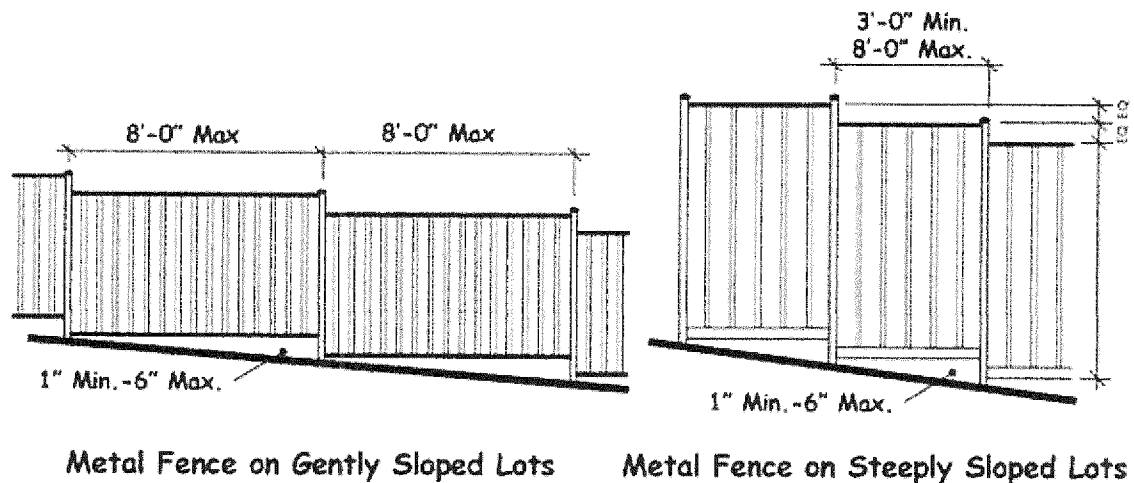


Exhibit 2.g.8
Metal Fencing

4. **Accessory Structures.** Section 2 of the Design Guidelines is hereby supplemented as follows:

2. Accessory Structures

Site Design

Outbuildings, sheds, workshops, cabanas, gazebos, dog houses or dog kennels, playhouses and other structures (collectively, "**Outbuildings**"), permanent play structures and greenhouses (collectively, "**Accessory Structures**") **must be approved, in writing, by the ACC prior to commencement of construction.** The review by the ACC extends to all aspects of construction and placement of an Accessory Structure, including the materials, color, roof material, size and location.

Upon receipt of the approval of the ACC, Owners shall submit all details pertaining to the Accessory Structure that Owner seeks to install or construct.

The specific requirements set forth in these Design Guidelines will, in most cases, call for detailed design drawings to be submitted to the ACC for approval.

Homebuilder and/or Owner is responsible to repair any damage to a road or a Common Area that is caused by construction activities.

Homebuilder and/or Owner is responsible to secure all required permits prior to installation.

Outbuildings

Materials: Outbuildings must be of residential-type construction with roofing, paint color, and other construction materials and details that match the residential dwelling on the Lot.

Roof line: The roof and roof line must match the home. Gable roofs are required, no single-plane roofs are permitted

Setbacks: Minimum of five feet (5') from the side property line.

Minimum of ten feet (10') from the rear property line.

Maximum Height: Eight feet (8') measured from the highest point of the structure to the ground at the lowest point of the structure.

Prohibited items:

- Metal, vinyl, and barn-like storage structures.
- Vertical siding.
- Garage or roll-up doors that face the street.

Permanent Play Structures

One (1) permanent play structure is permitted within the fenced rear yard of a Lot. Landscape screening may be required to minimize the impact of the permanent play structure to neighboring properties and public view.

Materials: The permanent play structure shall be earth-tone colors, to blend with the environment and made of treated wood, cedar, or redwood. Any canvas exposed to public view shall be solid, earth-tone colors, only. Canvas that is faded or torn must be removed and may be replaced.

Setbacks: Minimum of ten feet (10') from the side and rear property lines.

Maximum Height: Eight feet (8').

Greenhouses

Greenhouses shall not be installed in the front yard of a Lot. Detailed plans showing: (i) the proposed site location of the greenhouse on the Lot; and (ii) a description of the materials to be used in the construction of the greenhouse, including a photograph or other accurate depiction thereof (the "**Greenhouse Plan**"), shall be submitted to the ACC for approval prior to construction. Greenhouses are permitted to be visible to an adjoining Lot so long as they are well maintained and attractive. The ACC shall have the right, in its sole and absolute discretion, to (1) deny any Greenhouse Plan submitted, or (2) require the removal of any greenhouse that the ACC has determined to be unsightly.

Materials: Greenhouses must be glass and polycarbonate.

Roof line: The roof line must match the home. No single-plane roofs.

Setbacks: Minimum of five feet (5') from the side property line.

Minimum of ten feet (10') from the rear property line.

Maximum Height: Eight feet (8').

Prohibited items:

- Plastic sheeting.
- Panels that are not clear.
- Garage or roll-up doors that face the street.

5. **Exterior Materials.** *Section 3, Exterior Materials, of the Design Guidelines is hereby supplemented as follows:*

Due to the popularity of homes which utilize a higher percentage of cementitious siding, Homebuilders may be allowed to use colors that fall outside the "earth-tone" pallet as part of the architectural styling of these home designs. All bold, primary or unusual colors will be considered on a case-by-case basis by the New Colony Reviewer in its sole and absolute discretion. Color palettes must be submitted to the New Colony Reviewer for written approval prior to offering the color palettes in the Development.

6. **Masonry Coverage.** *The first two bullet points under Section 3, Masonry Coverage, of the Design Guidelines are hereby deleted in their entirety and replaced as follows:*

- **Each home must be faced with the percentage of masonry as set forth in Article 3, Architectural Style and Design, of these Design Guidelines, for that home's architectural style.** *The New Colony Reviewer may require more masonry, depending on the Architecture of the home.*
- **Front, corner-lot street-side, open space, waterway or any other public-facing elevations must be faced with the percentage of masonry as set forth in Article 3, Architectural Style and Design, of these Design Guidelines, for each home's architectural style.**

7. **Architectural Style and Design.** *Section 3 of the Design Guidelines is supplemented with the Architectural Style and Design attached hereto and incorporated herein as Exhibit "A".*

8. **Miscellaneous.** *Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Covenant or the Design Guidelines. Unless expressly modified by this Amendment, all other terms and provisions of the Design Guidelines remain in full force and effect as written, and are hereby ratified and confirmed.*

EXECUTED to be effective the 21 day of October, 2020.

DECLARANT AS THE NEW COLONY REVIEWER:

HUNT COMMUNITIES BASTROP, LLC,
a Delaware limited liability company

By: [Signature]
Name: RICK NEFF
Title: SR. V.P.

THE STATE OF TEXAS §
 §
COUNTY OF Bastrop §

This instrument was acknowledged before me this 21 day of October, 2020 by
RICK NEFF, SR VICE PRES of HUNT COMMUNITIES
BASTROP, LLC, a Delaware limited liability company, on behalf of said limited liability
company.

[Signature]
Notary Public Signature

(SEAL)

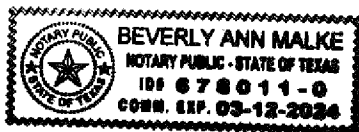


Exhibit "A"

ARCHITECTURAL STYLE AND DESIGN

The following are acceptable architectural styles for New Colony:

- Craftsman/Bungalow
- Traditional Texas Hill Country
- Contemporary Texas Hill Country
- Tudor Revival

The common features for each acceptable architectural style are set forth below.

[COMMON FEATURES FOLLOW]

Craftsman/Bungalow

Common Features:

- 0-40% Masonry
- Roof Pitch: 4:12 – 8:12
- Wide-Gabled Roof
- Brackets at Roof Eaves
- Front porches with Tapered, Boxed Columns
- Wood Shingle Siding
- Wide Window Trim



Traditional Texas Hill Country

Common Features:

- 0-50% Masonry
- Roof Pitch: 4:12 – 8:12
- Porch Roofs: 2:12 minimum
- Wide Front Porches
- Deep Overhangs
- Limestone Veneer
- Horizontal, Lap Siding



Contemporary Texas Hill Country

Common Features:

- 20%-50% Masonry
- Roof Pitch: 6:12 – 8:12
- Porch Roofs: 2:12 minimum
- Minimal Ornamentation
- Clean Lines – Functional Form and Space
- Metal Roof



Tudor Revival

Common Features:

- 50%-100% Masonry
- Roof Pitch: 8:12 – 16:12
- Steeply Pitched Roof
- Tall, Mullioned Windows
- Massive Chimneys
- Mix of Stone, Brick and Wood



ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS



Rose Pietsch

ROSE PIETSCH, County Clerk

Bastrop Texas

June 24, 2020 11:12:11 AM

FEE: \$70.00

RESTRICTION

202009978

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM



NEW COLONY

Bastrop County, Texas

**FIRST AMENDMENT TO
HOMEBUILDER DESIGN GUIDELINES**

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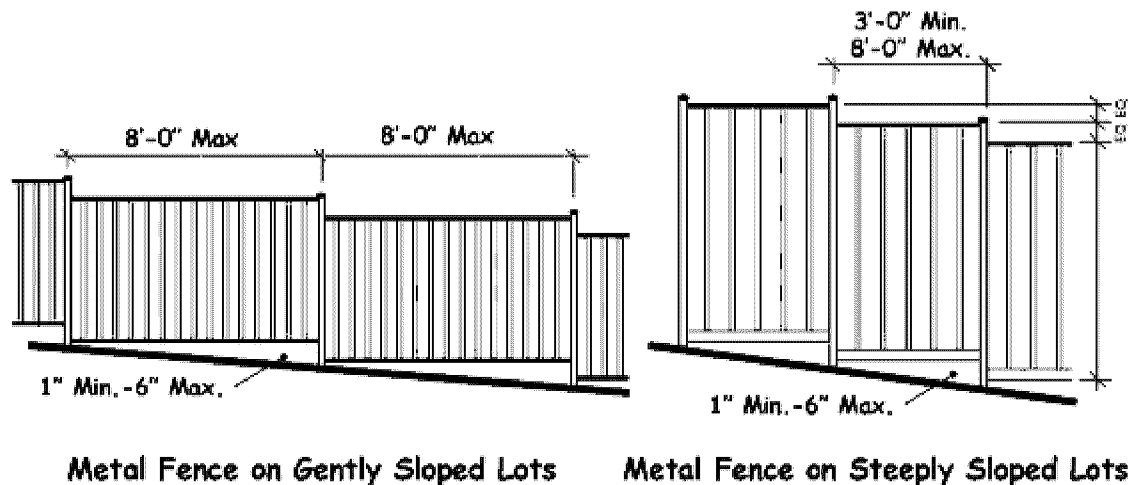


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Homebuilder and/or Owner is responsible to repair any damage to a road or a Common Area that is caused by construction activities.

Homebuilder and/or Owner is responsible to secure all required permits prior to installation.

Outbuildings

Materials: Outbuildings must be of residential-type construction with roofing, paint color, foundation, and other construction materials and details that match the residential dwelling on the Lot, including brick and stone features.

Roof line: The roof line must match the home. No single-plane roofs.

Setbacks: Minimum of five feet (5') from the side property line.

Minimum of ten feet (10') from the rear property line.

Maximum Height: Eight feet (8').

Prohibited items:

- Prefabricated Outbuildings, **including Outbuildings that are constructed or assembled on-site.**
- Metal, vinyl, and barn-like storage structures.
- Vertical siding.
- Garage or roll-up doors that face the street.

Permanent Play Structures

One (1) permanent play structure is permitted within the fenced rear yard of a Lot. Landscape screening may be required to minimize the impact of the permanent play structure to neighboring properties and public view.

Materials: The permanent play structure shall be earth-tone colors, to blend with the environment and made of treated wood, cedar, or redwood. Any canvas exposed to public view shall be solid, earth-tone colors, only. Canvas that is faded or torn must be removed and may be replaced.

Setbacks: Minimum of ten feet (10') from the side and rear property lines.

Maximum Height: Eight feet (8').

Greenhouses

Greenhouses shall not be installed in the front yard of a Lot. Detailed plans showing: (i) the proposed site location of the greenhouse on the Lot; and (ii) a description of the materials to be used in the construction of the greenhouse, including a photograph or other accurate depiction thereof (the "**Greenhouse Plan**"), shall be submitted to the ACC for approval prior to construction. Greenhouses are permitted to be visible to an adjoining Lot so long as they are well maintained and attractive. The ACC shall have the right, in its sole and absolute discretion, to (1) deny any Greenhouse Plan submitted, or (2) require the removal of any greenhouse that the ACC has determined to be unsightly.

Materials: Greenhouses must be glass and polycarbonate.

Roof line: The roof line must match the home. No single-plane roofs.

Setbacks: Minimum of five feet (5') from the side property line.

Minimum of ten feet (10') from the rear property line.

Maximum Height: Eight feet (8').

Prohibited items:

- Prefabricated greenhouses, **including greenhouses that are constructed or assembled on-site.**
- Plastic sheeting.
- Panels that are not clear.
- Garage or roll-up doors that face the street.

5. **Exterior Materials.** *Section 3, Exterior Materials, of the Design Guidelines is hereby supplemented as follows:*

Due to the popularity of homes which utilize a higher percentage of cementitious siding, Homebuilders may be allowed to use colors that fall outside the "earth-tone" pallet as part of the architectural styling of these home designs. All bold, primary or unusual colors will be considered on a case-by-case basis by the New Colony Reviewer in its sole and absolute discretion. Color palettes must be submitted to the New Colony Reviewer for written approval prior to offering the color palettes in the Development.

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EXECUTED to be effective the 23 day of June, 2020.

DECLARANT AS THE NEW COLONY REVIEWER:

HUNT COMMUNITIES BASTROP, LLC,
a Delaware limited liability company

By: [Signature]
Name: RICK NEFF
Title: SR. V.P.

THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §

This instrument was acknowledged before me this 23 day of June, 2020 by
RICK NEFF, PRESIDENT of HUNT COMMUNITIES
BASTROP, LLC, a Delaware limited liability company, on behalf of said limited liability
company.

[Signature]
Notary Public Signature

(SEAL)

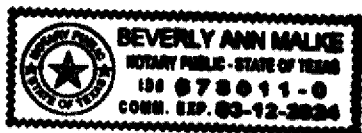


Exhibit "A"

ARCHITECTURAL STYLE AND DESIGN

The following are acceptable architectural styles for New Colony:

- Craftsman/Bungalow
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The common features for each acceptable architectural style are set forth below.

[COMMON FEATURES FOLLOW]

Craftsman/Bungalow

Common Features:

- 0-40% Masonry
- Roof Pitch: 4:12 – 8:12
- Wide-Gabled Roof
- Brackets at Roof Eaves
- Front porches with Tapered, Boxed Columns
- Wood Shingle Siding
- Wide Window Trim



Traditional Texas Hill Country

Common Features:

- 0-50% Masonry
- Roof Pitch: 4:12 – 8:12
- Porch Roofs: 2:12 minimum
- Wide Front Porches
- Deep Overhangs
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Contemporary Texas Hill Country

Common Features:

- 20%-50% Masonry
- Roof Pitch: 6:12 – 8:12
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- Clean Lines – Functional Form and Space
- Metal Roof



Tudor Revival

Common Features:

- 50%-100% Masonry
- Roof Pitch: 8:12 – 16:12
- Steeply Pitched Roof
- Tall, Mullioned Windows
- Massive Chimneys
- Mix of Stone, Brick and Wood



ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS



Rose Pietsch

ROSE PIETSCH, County Clerk

Bastrop Texas

June 26, 2020 04:38:18 PM

FEE: \$34.00

RESTRICTION

202010182

After Recording Return To:

Robert D. Burton, Esq.
Winstead, PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: rburton@winstead.com



NEW COLONY

FIRST AMENDMENT TO
DEVELOPMENT AREA DECLARATION
[RESIDENTIAL]

Bastrop County, Texas

DECLARANT: HUNT COMMUNITIES BASTROP, LLC, a Delaware limited liability company

Cross reference to: (i) New Colony Master Covenant [Residential], recorded as Document No. 201809411 in the Official Public Records of Bastrop County, Texas, as amended from time to time; and (ii) New Colony Development Area Declaration [Residential], recorded as Document No. 201809570 in the Official Public Records of Bastrop County, Texas, as amended from time to time.

2.24.2 Above-Ground. Above-ground or temporary swimming pools are not permitted on a Lot. Self-contained above-ground spas and hot tubs require prior written approval by the New Colony Reviewer, and there is no presumption that above-ground spas and hot tubs are permitted. A "swim spa" or other oversized spa is not considered a spa or hot tub and a request to install same will be reviewed as a request to install a swimming pool.

2.24.3 Screening; Fencing. Screening, fencing, security and maintenance are required of all swimming pools, spas and hot tubs. Additional fencing, if any is proposed in addition to the yard fencing, and/or walls around the swimming pool, spa or hot tub must be approved in advance by the New Colony Reviewer and integrated into the design of the dwelling and site. Fences must meet all governmental regulations and no pool, spa, hot tub or other similar water containing basin shall be filled with water until proper fencing is installed.

2.24.4 Plans. The swimming pool, spa or hot tub plan must be drawn on a copy of an accurate site plan and shall include specific indications of distances from the water containing basin(s) and surrounding slab walks to the Lot lines and building setbacks.

2.24.5 Backwash. Unless otherwise expressly approved by the applicable governmental agency or utility service provider, backwash from a swimming pool, spa or hot tub drain with a backwash filtering system must be contained within the Lot on which the swimming pool, spa or hot tub has been constructed and is not permitted to be discharged into any street, adjoining Lot, or drainage easement. A swimming pool, spa or hot tub drain with a backwash filtering system may not be discharged into the sanitary sewer without the advance written approval of the MUD operator. Additional connection and/or service and permit fees may be required to be paid to the MUD.

2.24.6 Lot Access. No access across another Lot or greenbelt/open space area for the purpose of building or maintaining a swimming pool, spa or hot tub is permitted without the prior written approval of the other property owner or the New Colony Reviewer in the case of greenbelts/open spaces.

2. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Development Area Declaration or the Covenant, as applicable. Unless expressly amended by this Amendment, all other terms and provisions of the Development Area Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective the 26TH day of JUNE, 2020.

DECLARANT:

HUNT COMMUNITIES BASTROP, LLC,
a Delaware limited liability company

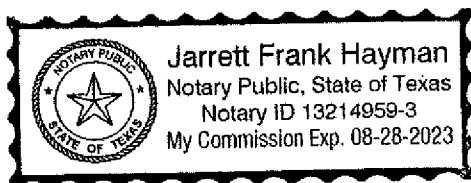
By: [Signature]
Name: RICK NEFF
Title: SR VP

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 26TH day of JUNE, 2020 by RICK NEFF, SR. VICE-PRESIDENT of HUNT COMMUNITIES BASTROP, LLC, a Delaware limited liability company, on behalf of said company.

[Signature]
Notary Public Signature

(SEAL)



After Recording Return To:
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
email: avaldes@winstead.com



SUPPLEMENT TO NEW COLONY COMMUNITY MANUAL

SUPPLEMENTAL POLICIES AND RULES ADOPTED PURSUANT TO THE 2021 LEGISLATIVE SESSION

Cross-reference to New Colony Master Covenant [Residential], recorded as Document No. 201809411, in the Official Public Records of Bastrop County, Texas, as amended and with any supplements and annexations thereto (the "Covenant"), and that certain New Colony Community Manual recorded as Doc. No. 201809569, Official Public Records of Bastrop County, Texas, as amended and with any supplements thereto.

These policies and rules amend and supplement all previously adopted dedicatory instruments, governing documents, rules, and resolutions. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Covenant.

INTRODUCTION

This Supplement to the Community Manual (this “**Supplement**”) is made by **Hunt Communities Bastrop, LLC** a Delaware limited liability company (the “**Declarant**”), and is as follows:

A. Declarant previously executed and recorded the Covenant and the Community Manual to establish certain rules and covenants for the Association. Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Declaration and the Community Manual.

B. Pursuant to *Article 1* of the Covenant, the Declarant may continue to adopt and amend rules and policies during the Development Period.

C. Declarant now desires to supplement the Community Manual with the polices and rules attached hereto. This Supplement may be amended by the Declarant during the Development Period and, thereafter, by the Board of Directors.

EXECUTED to be effective as of the date this Supplement is recorded.

IN WITNESS WHEREOF, the undersigned has executed this Supplement Community Manual on the _____ day of June, 2022.

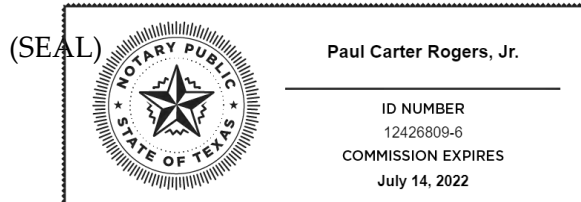
DECLARANT:

HUNT COMMUNITIES BASTROP, LLC
a Delaware limited liability company

By: Rick Neff
Printed Name: Rick Neff
Title: Senior Vice President

THE STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on 06/16/2022, 2022 by Rick Neff, Senior Vice President of **HUNT COMMUNITIES BASTROP, LLC**, a Delaware limited liability company, on behalf of said company.



[Signature]
Notary Public Signature

Notarized online using audio-video communication

**SUPPLEMENTAL POLICIES AND RULES
ADOPTED PURSUANT TO THE 2021 REGULAR TEXAS LEGISLATIVE SESSION
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POLICY NAME	ATTACHMENT¹
1. COVENANT VIOLATION HEARING PROCEDURES	ATTACHMENT 9-A
2. ARCHITECTURAL REVIEW SUPPLEMENTAL POLICY	ATTACHMENT 9-B
3. BOARD OF DIRECTOR MEETING NOTICE REQUIREMENTS	ATTACHMENT 9-C
4. SERVICE CONTRACT BID PROCEDURES	ATTACHMENT 9-D
5. POOL ENCLOSURES AND SECURITY MEASURES POLICY	ATTACHMENT 9-E
6. ASSESSMENT COLLECTION – DELINQUENCY CURE DEADLINES	ATTACHMENT 9-F
7. RELIGIOUS DISPLAY POLICY	ATTACHMENT 9-G
8. STATUTORY NOTICE OF POSTING AND RECORDATION OF DOCUMENTS	ATTACHMENT 9-H

THESE POLICIES AND RULES ARE NOT ALL OF THE RESTRICTIONS, RULES, OR POLICIES FOR THE ASSOCIATION. THE ASSOCIATION HAS ADOPTED THE POLICIES AND RULES IN THIS DOCUMENT TO COMPLY WITH LEGISLATIVE CHANGES MADE DURING THE 2021 REGULAR SESSION OF THE TEXAS LEGISLATURE. IN THE EVENT THESE POLICIES AND RULES CONFLICT WITH A PREVIOUSLY RECORDED DEDICATORY INSTRUMENT, THESE POLICIES AND RULES SHALL CONTROL.

¹ As of the date this Supplement to New Colony Community Manual was adopted, the Community Manual consisted of Attachments 1-8. Accordingly, the Attachments continue the numbering scheme.

ATTACHMENT 9-A

COVENANT VIOLATION HEARING POLICY

NEW COLONY RESIDENTIAL COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meanings provided in the New Colony Master Covenant [Residential], recorded as Document No. 201809411, Official Public Records of Bastrop County, Texas (as amended, the "Covenant").

Background. Section 209.007 of the Texas Property Code has been amended to require the Association to produce information and documentation it intends to introduce at any covenant or rule violation hearing.

1. **Applicability.** This policy only applies to restrictive covenant violation hearings.
2. **Hearing.** If an Owner receives a covenant or rule violation notice from the Association and the Owner is entitled to an opportunity to cure the violation, then the Owner has the right to submit a written request for a hearing before the Board to discuss and verify facts and resolve the matter.
3. **Written Request Required.** The written request for a hearing must be submitted to the Board before the thirtieth (30th) day after the date the violation notice was mailed.
4. **Hearing Scheduling.** The Board shall hold a hearing not later than the thirtieth (30th) day after the date it receives the Owner's request for a hearing. The Board or the Owner may request a postponement, and if it is the first request, a postponement shall be granted for a period of not more than ten (10) days. Additional postponements may be granted by the agreement of the parties.
5. **Hearing Notice.** At least ten (10) days before the hearing, the Board shall notify the Owner of the date, time, and place of the hearing and provide all documents, photographs, and communications the Board intends to introduce at the hearing. If the Board fails to provide the packet at least ten (10) days before the hearing, the Owner is entitled to an automatic fifteen (15) day postponement.
6. **Hearing Procedure.** During the hearing, a member of the Board, or the Board's designated representative, shall first present the Association's case against the Owner. Next, the Owner, or the Owner's designated representative, shall be entitled to present the Owner's information and issues relevant to the appeal or dispute. The procedure for the hearing is described in Exhibit A, attached hereto.
7. **Audio Recording Permitted.** The Owner or the Board may make an audio recording of the meeting. Disclosure of any intent to record shall be made before the hearing begins.

EXHIBIT A
PROCEDURE FOR THE HEARING BEFORE THE BOARD

I. Introduction

Association Rep: The Board has convened to conduct a hearing at the written request of an Owner.

This hearing is being conducted as required by Section 209.007 of the Texas Property Code, and is an opportunity for the Association and the Owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Association will communicate its decision in writing within fifteen (15) days.

II. Presentation of Facts

Association Rep: This portion of the hearing is to permit a representative of the Association the opportunity to describe the violation and to present any information the Association wishes to offer. After the Association's representative has finished the presentation, the Owner or any representative will be given the opportunity to present information and issues relevant to the appeal or dispute.

[Presentations]

III. Discussion

Association Rep: This portion of the hearing is to permit the Board and the Owner to discuss matters relevant to the violation.

IV. Resolution

Association Rep: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. Adjournment

Association Rep: At this time the hearing is adjourned.

ATTACHMENT 9-B

ARCHITECTURAL REVIEW AUTHORITY POLICY

NEW COLONY RESIDENTIAL COMMUNITY, INC.

Background. Section 209.00505 has been amended to (1) restrict who may serve as an architectural reviewer; (2) require notice of a denial to be provided to the owner; and (3) establish an owner's right to a hearing to discuss the denial. This policy supplements the Association's existing rules to incorporate the legislative changes and may be amended by the Board of Directors; however, this policy will not take effect until after the Development Period ends.

1. **Architectural Review Eligibility.** A person may not be appointed or elected to serve on an architectural review authority if the person is: (a) a Director; (b) a Director's spouse; or (c) a resident of a Director's household.
2. **Denial Information.** Written notice of a denial must be provided to the owner by certified mail, hand delivery, or electronic delivery. The notice must: (a) describe the basis for the denial in reasonable detail and changes, if any, to the application or improvements required as a condition to approval; and (b) inform the owner that the owner may request a hearing before the Board of Directors by providing the request on or before the 30th day after the date the notice was mailed.
3. **Appeal to the Board of Directors.** A decision by the architectural review authority denying an application or request by an owner for the construction of improvements in the subdivision may be appealed to the Board of Directors. The Board shall hold a hearing not later than the 30th day after the date the Board receives the owner's request for a hearing and shall notify the owner of the date, time, and place of the hearing at least ten (10) days before the date of the hearing.
4. **Hearing Procedures.** During a hearing, the Board or the designated representative of the Association and the owner or the owner's designated representative will each be provided with the opportunity to: (a) discuss and verify facts; (b) resolve the denial of the owner's application or request for the construction of improvements; and (c) discuss and address changes, if any, requested by the architectural review authority in the notice provided to the owner. The Board or the owner may request a postponement for a period of not more than ten (10) days. Additional postponements may be granted by agreement of the parties. The Board or the owner may make an audio recording of the meeting, and the Board may affirm, modify, or reverse, in whole or in part, any decision of the architectural review authority as consistent with the Association's governing documents. Recording of the hearing by either party shall be disclosed before the hearing begins. The hearing will be conducted in accordance with the procedures set forth in **Exhibit A.**

EXHIBIT A

ARCHITECTURAL DENIAL APPEAL TO THE BOARD OF DIRECTORS

I. Introduction:

Association Rep: The Board has convened to conduct a hearing for the appeal of the denial of a request for architectural approval

This hearing is being conducted as required by Section 209.00505 of the Texas Property Code and is an opportunity for the Board and the owner to discuss and verify facts and attempt to resolve the matter at issue. If no resolution is reached during the hearing, the Board will communicate its decision in writing within fifteen (15) days.

II. Presentation of Facts:

Association Rep: This portion of the hearing is to permit a representative of the Association the opportunity to describe the architectural approval request and the related denial, and to present any information the Association wishes to offer. After the Association's representative has finished, the owner or any representative will be given the opportunity to present information and issues relevant to the appeal.

[Presentations]

III. Discussion:

Association Rep: This portion of the hearing is to permit the Board and the owner to discuss matters relevant to the matter.

IV. Resolution:

Association Rep: [Announce any agreement or resolution or state that the Board will take the matter under advisement]

V. Adjournment

Association Rep: At this time the hearing is adjourned.

ATTACHMENT 9-C

BOARD MEETING NOTICE REQUIREMENTS

NEW COLONY RESIDENTIAL COMMUNITY, INC.

Background. Section 209.0051 of the Texas Property Code has been amended to extend the notice period for regular meetings of the Board and to eliminate the ability of the Board to approve the Association's annual budget without an open Board meeting.

1. **Board Meetings.** A "board meeting" is deliberation between a quorum of the Association's Directors during which the Association's business is considered, and the Board takes formal action.
2. **Board Meeting Notice Content Requirements.** Members shall be given notice of the date, hour, place, and general subject of a regular or special board meeting, including a general description of any matter to be brought up for deliberation in executive session.
3. **Regular Board Meeting Notice Deadline.** If posted/e-mailed, notice must be provided at least one hundred forty-four (144) hours before the start of the meeting. If sent by mail, notice must be mailed to each Owner between ten (10) and sixty (60) days before the meeting.
4. **Special Board Meeting Notice Deadline.** If posted/e-mailed, notice must be provided at least seventy-two (72) hours before the start of the meeting. If sent by mail, notice must be mailed to each Owner between ten (10) and sixty (60) days before the meeting.
5. **Notice Posting/Email Requirements.** Posted/e-mailed notice shall be provided by: (a) posting the notice in a conspicuous manner reasonably designed to provide notice to Association's Members in a place located on the Association's common property or any internet website available to the Association's Members that is maintained by the Association or by a management company on behalf of the Association and; (b) by sending the notice by e-mail to each Owner who has registered an e-mail address with the Association.
6. **Extended Notice Requirements.** If the Association's rules require a longer notice period for a Board meeting, the longer notice requirement will apply.
7. **Action Taken Outside of an Open Meeting.** A Board may take action outside of a meeting, including voting by electronic and telephonic means, without prior notice to Owners if each Board member is given a reasonable opportunity to express the Board member's opinion to all other Board members and to vote. Any action taken without notice to Owners must be summarized orally, including an explanation of any known

actual or estimated expenditures approved at the meeting and documented in the minutes of the next regular or special Board meeting.

8. **Open Board Meetings Required for Certain Matters.** The Board may not, unless done in an open meeting for which prior notice was given to Owners, consider or vote on: (a) fines; (b) damage Assessments; (c) initiation of foreclosure actions; (d) initiation of enforcement actions, excluding temporary restraining orders or violations involving a threat to health or safety; (e) increases in Assessments; (f) levying of Special Assessments; (g) appeals from a denial of architectural control approval; (h) a suspension of a right of a particular Owner before the Owner has an opportunity to attend a Board meeting to present the Owner's position, including any defense, on the issue; (i) lending or borrowing money; (j) the adoption or amendment of a dedicatory instrument; (k) the approval of an annual budget or the approval of an amendment of an annual budget; (l) the sale or purchase of real property; (m) the filling of a vacancy on the Board; (n) the construction of capital improvements other than the repair, replacement, or enhancement of existing capital improvements; or (o) the election of an officer.

ATTACHMENT 9-D

BID PROCEDURES

NEW COLONY RESIDENTIAL COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meanings provided in the **New Colony Master Covenant [Residential]**, recorded as Document No. 201809411, Official Public Records of Bastrop County, Texas (as amended, the "Covenant").

Background. Section 209.0052 of the Property Code has been amended to impose certain requirements on contracts for services that will cost more than \$50,000. These procedures supplement the Association's existing procedures to incorporate the mandated change.

1. **Minimum Requirements.** If the Association proposes to contract for services that will cost more than \$50,000, the Association shall solicit bids or proposals in accordance with this Bid Procedure Policy.
2. **Bid Solicitation Process.** The Association will attempt to obtain multiple bids or proposals for any contract for services that will cost more than \$50,000. The Association will not require more than one (1) bid before entering into a contract if:
 - (a) the Association's authorized agent, manager, or representative (including an authorized director or committee member) has submitted a written request for a bid or proposal to at least two (2) vendors; and
 - (b) the request included a deadline for the Association to receive bids or proposals that afforded the vendor at least five (5) days to submit a bid or proposal; and

The contract may be entered into even if the vendors who were contacted fail to respond or fail to provide responsive bids.

3. **Amendment.** The Association's Board of Directors may modify these bid procedures; however, any amended or supplemental bid procedures must be documented in writing and approved by a majority vote of the Board of Directors.

ATTACHMENT 9-E

POOL FENCING AND SECURITY DEVICES/FENCES

NEW COLONY RESIDENTIAL COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meanings provided in the **New Colony Master Covenant [Residential]**, recorded as Document No. 201809411, Official Public Records of Bastrop County, Texas (as amended, the "Covenant").

1. **Approval Required.** All improvements, including the installation of pool fencing, security measures, and security fencing, must be submitted for approval in accordance with *Article 6* of the Covenant. Written approval must be furnished to the Owner before installation or construction may commence.
2. **Swimming Pool Enclosures.** The term "**Swimming Pool Enclosure**" means a fence surrounding a water feature, including a swimming pool or spa, consisting of transparent mesh or clear panels set in metal frames, is not more than six feet (6') in height and is designed not to be climbable. An Owner must submit any request to install a Swimming Pool Enclosure in accordance with *Article 6* of the Covenant for approval. The ACC will apply its architectural requirements to the request; however, the ACC may not deny an Owner's request to install a Swimming Pool Enclosure if the Swimming Pool Enclosure conforms to Applicable Law or local safety requirements and the Swimming Pool Enclosure is black in color and consists of transparent mesh set in metal frames.
3. **Security Measures.** To the extent an Owner is authorized by law to build or install security measures, including, but not limited to, a security camera, motion detector, or security/perimeter fencing, the Owner must still submit a request to the ACC for architectural approval in accordance with *Article 6* of the Covenant for the construction or installation of the Improvements. Front yard fencing is discouraged. However, if an Owner wishes to install security fencing in the front yard, the fencing must consist of ornamental wrought iron or metal fencing (painted black) with the following general specifications: pickets ¾" square; rails 1 ½" square; standard posts 2 ½" square; picket spacing between 3" and 4"; post spacing 8' OC; height between 48" and 60". Slats, planks, or other solid material may not be installed on metal fencing.
4. **Amendment.** This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

ATTACHMENT 9-F

DELINQUENT ASSESSMENT NOTICE REQUIREMENTS
[SUPPLEMENT TO THE ASSOCIATION'S COLLECTION POLICY]

NEW COLONY RESIDENTIAL COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meanings provided in the New Colony Master Covenant [Residential], recorded as Document No. 201809411, Official Public Records of Bastrop County, Texas (as amended, the "Covenant").

Background. Sections 209.006, 209.0063, and 209.0064 of the Texas Property Code have been amended to require an Association to afford an Owner a minimum period of 45 days to cure the delinquency and impose additional restrictions on the Association's ability to report the delinquency to a credit reporting service. In particular, this Delinquent Assessment Notice Requirements Policy supplements the Association's existing Assessment collection policies and procedures to (a) extend the cure opportunity to 45 days; (b) to require notice and an opportunity to cure in the event the Association decides to notify any credit reporting service of the Owner's delinquency; and (c) to incorporate the new requirement that certain fees or charges be "reasonable."

1. **45-Day Deadline to Cure.** For any delinquency, before the Association may hold an Owner liable for the fees of a collection agent or report any delinquency of an Owner to a credit reporting service, the Association or its agent must give written notice to the Owner by certified mail. The notice shall specify each delinquent amount and the total amount of the payment required to make the account current. The notice must also describe the options the Owner has to avoid having the account turned over to a collection agent, including information regarding the availability of a payment plan through the Association, and the notice must provide the Owner with a period of at least 45 days for the Owner to cure the delinquency before further collection action is taken.
2. **Credit Reporting.** If the Association reports any delinquency, including delinquent fines, fees, or Assessments, to a credit reporting service, the Association must first send the Owner, via certified mail, hand delivery, or electronic delivery, a notice that includes:
 - (a) a detailed report of all delinquent charges owed; and
 - (b) information about the opportunity to enter into a payment plan.

Notice of the intent to report the delinquency may be combined with the 45-day notice set forth in *Paragraph 2* above. The Association or its agent may not report any delinquent fines, fees, or Assessments to a credit reporting service that are the subject of a pending dispute between the Owner and the Association. In addition to the foregoing requirements, the notice must be sent at least 30 business days before the report is made.

No fee may be charged back to the Owner for the cost of the actual reporting of the delinquency to the credit reporting service.

3. **Application of Payments.** Any payment made by an Owner who is not in default under a payment plan shall be applied to Owner's debt in the following order of priority:

- (a) any delinquent Assessment;
- (b) any current Assessment;
- (c) any reasonable attorney's fees or reasonable third-party collection costs incurred by the Association associated solely with Assessments or any other charge that could provide the basis for foreclosure;
- (d) any reasonable attorney's fees incurred by the Association that are not subject to the preceding provision (Paragraph 3(c));
- (e) any reasonable fines assessed by the Association; and
- (f) any other reasonable amount owed to the Association.

If at the time the Association receives a payment from an Owner, and the Owner is in default under a payment plan entered into with the Association, then the Association is not required to apply the payment in the order of priority specified above; and, in applying the payment, a fine assessed by the Association may not be given priority over any other amount owed to the Association.

4. **Amendment.** This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

ATTACHMENT 9-G

RELIGIOUS DISPLAY POLICY

NEW COLONY RESIDENTIAL COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meanings provided in the New Colony Master Covenant [Residential], recorded as Document No. 201809411, Official Public Records of Bastrop County, Texas (as amended, the "Covenant").

1. **Display of Religious Items.** Section 202.018 of the Texas Property Code provides certain rights for an Owner or Resident to display or affix one or more religious items on the Owner's or Resident's property. The display of which is motivated by the Owner's or Resident's sincere religious belief.
2. **Content Prohibitions.** No religious item may be displayed that: (a) threatens the public health or safety; (b) violates a law other than a law prohibiting the display of religious speech; or (c) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content.
3. **Location Restrictions.** No religious item may be displayed that: (a) is installed on property owned or maintained by the Association; (b) installed on or within Common Area; (c) violates any applicable building line, right-of-way, setback, or easement; or (d) is attached to a traffic control device, street lamp, fire hydrant, or utility sign, pole, or fixture.
4. **Removal.** The Association may cause to be removed any item which is in violation of the terms and provisions of this policy.
5. **Conflicts.** To the extent that any provision of the Association's recorded covenants restrict or prohibit an Owner or Resident from displaying or affixing a religious item in violation of the controlling provisions of Section 202.018 of the Texas Property Code, the Association shall have no authority to enforce such provisions, and the provisions of this policy shall control.
6. **Amendment.** This policy may be amended by the Declarant during the Development Period and, thereafter, by a Majority of the Board.

ATTACHMENT 9-H

**STATUTORY NOTICE OF POSTING AND RECORDATION OF
ASSOCIATION GOVERNING DOCUMENTS**

NEW COLONY RESIDENTIAL COMMUNITY, INC.

Terms used in this policy, but not defined, shall have the same meanings provided in the New Colony Master Covenant [Residential], recorded as Document No. 201809411, Official Public Records of Bastrop County, Texas (as amended, the "Covenant").

1. **Association Information – Web Access.** The Association shall make current versions of the Association's dedicatory instruments available to the Association's Members via the internet. As set forth in Texas Property Code Section 202.001, "dedicatory instrument" means each document governing the establishment, maintenance or operation of a residential subdivision, planned unit development, condominium or townhouse regime, or any similar planned development. The term includes the declaration or similar instrument subjecting real property to: (a) restrictive covenants, bylaws, or similar instruments governing the administration or operation of a property owners' Association; (b) properly adopted rules and regulations of the property owners' Association; or (c) all lawful amendments to the covenants, bylaws, instruments, rules, or regulations. The Association shall file the dedicatory instruments in the real property records of each county in which the property to which the documents relate is located.
2. **Management Certificate.** The Association will maintain and update, as needed, a Management Certificate that contains: (a) the name of the subdivision; (b) the name of the Association; (c) the recording data for the subdivision; (d) the recording data for the declaration and any amendments; (e) the name and mailing address of the Association; (f) the name, and mailing address, telephone number, and e-mail address of the person managing the Association or the Association's designated representative; (g) the website address where the Association's dedicatory instruments are available; (h) the amount and description of fees charged by the Association relating to a property transfer in the subdivision; and (i) any other information the Association considers appropriate. The Management Certificate must be signed and acknowledged by an officer or the managing agent of the Association. An amended Management Certificate must be recorded not later than the thirtieth (30th) day after the date the Association has notice of a change in any information in the recorded certificate. Not later than the seventh day after the date a Management Certificate or amendment is recorded, the document will also be electronically filed with the Texas Real Estate Commission.

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS





KRISTA BARTSCH, County Clerk

Bastrop Texas

February 28, 2024 02:32:25 PM

FEE: \$29.00

MISCELLANEOUS

202403008

AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM



NEW COLONY
ADOPTION OF RESERVE FUND CONTRIBUTION

Bastrop County, Texas

Declarant: HUNT COMMUNITIES BASTROP, LLC, a Delaware limited liability company

Cross-reference to New Colony Master Covenant [Residential], recorded under Document No. 201809411 in the Official Public Records of Bastrop County, Texas, as amended.

NEW COLONY

ADOPTION OF RESERVE FUND CONTRIBUTION

The following Adoption of Reserve Fund Contribution is made pursuant to *Section 5.15* of that certain New Colony Master Covenant [Residential], recorded under Document No. 201809411, Official Public Records of Bastrop County, Texas, as amended (collectively, the "Covenant") by the Declarant:

1. **Reserve Fund Contribution.** In accordance with *Section 5.15* of the Covenant, the Declarant adopts a reserve fund contribution in the amount of Five Hundred and No/100 Dollars (\$500.00) (the "**Reserve Fund Contribution**"). The Reserve Fund Contribution applies to all Lots and Condominium Units subject to the Covenant unless otherwise exempt pursuant to *Section 5.15* of the Covenant.

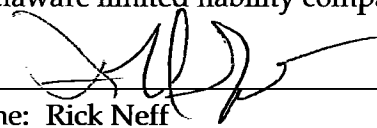
2. **Subject to Change.** The amount of the Reserve Fund Contribution designated hereunder is subject to change from time to time by the Declarant, until the expiration or termination of the Development Period, and the Board thereafter.

3. **Capitalized Terms.** Capitalized terms used by not defined herein shall have the meanings ascribed to such terms in the Covenant.

EXECUTED TO BE EFFECTIVE on the date of Recording.

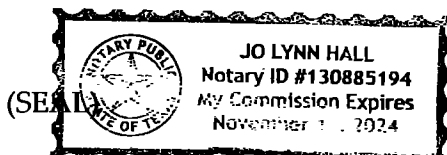
DECLARANT:

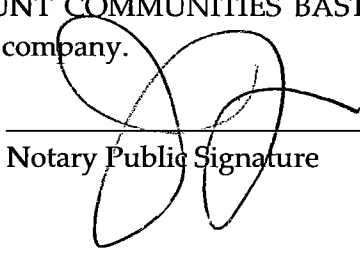
HUNT COMMUNITIES BASTROP, LLC,
a Delaware limited liability company

By: 
Name: Rick Neff
Title: Senior Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Bastrop §

This instrument was acknowledged before me this 14 day of February, 2024, by Rick Neff, Senior Vice President of HUNT COMMUNITIES BASTROP, LLC, a Delaware limited liability company, on behalf of said company.




Notary Public Signature

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS





KRISTA BARTSCH, County Clerk

Bastrop Texas

February 28, 2024 02:15:48 PM

FEE: \$37.00

AMEND

202403002

AFTER RECORDING RETURN TO:
ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
RBURTON@WINSTEAD.COM



NEW COLONY
FIRST AMENDMENT TO
MASTER COVENANT
[RESIDENTIAL]

Bastrop County, Texas

Declarant: HUNT COMMUNITIES BASTROP, LLC, a Delaware limited liability company

Cross-reference to New Colony Master Covenant [Residential], recorded under Document No. 201809411 in the Official Public Records of Bastrop County, Texas, as amended from time to time.

NEW COLONY
FIRST AMENDMENT TO MASTER COVENANT
[RESIDENTIAL]

This First Amendment to New Colony Master Covenant [Residential] (this "Amendment") is made by HUNT COMMUNITIES BASTROP, LLC, a Delaware limited liability company ("Declarant"), and is as follows:

RECITALS:

A. Declarant previously filed that certain New Colony Master Covenant [Residential], recorded under Document No. 201809411 in the Official Public Records of Bastrop County, Texas, as amended (the "Covenant").

B. Pursuant to *Section 10.3* of the Covenant, the Covenant may be amended by Declarant acting alone.

C. Declarant desires to establish a Reserve Fund Contribution, as defined below.

D. Declarant desires to amend and modify the Covenant as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends, supplements and modifies the Covenant as follows:

1. **Reserve Fund Contribution.** A new section, *Section 5.15*, is added to the Covenant, as follows:

5.15 **Reserve Fund Contribution.** Each Owner (other than Declarant) shall pay a one-time reserve fund contribution (the "Reserve Fund Contribution") to the Association for the Association's replacement reserve funds in such amount, if any, as may be determined by the Declarant, until expiration or termination of the Development Period, and the Board thereafter. The Reserve Fund Contribution hereunder will be due and payable to the Association by the transferee immediately upon each transfer of title to the Lot or Condominium Unit, including upon transfer of title from one Owner of such Lot or Condominium Unit to any subsequent purchaser or transferee thereof. Such Reserve Fund Contribution need not be uniform among all Lots or Condominium Units, and the Declarant or the Board, as applicable, is expressly authorized to establish Reserve Fund Contributions of varying amounts depending on the size, use and general character of the Lots or Condominium Units. The levy of any Reserve Fund Contribution will be effective only upon the Recordation of a written notice, signed by the Declarant or a duly authorized officer of the

Association, setting forth the amount of the Reserve Fund Contribution and the Lots or Condominium Units to which it applies.

Notwithstanding the foregoing provision, the following transfers will not be subject to the Reserve Fund Contribution: (a) foreclosure of a deed of trust lien, tax lien, or the Association's Assessment lien; (b) transfer to, from, or by the Association; (c) voluntary transfer by an Owner to one or more co-owners, or to the Owner's spouse, child, or parent, including any conveyances to trusts. Additionally, an Owner who is a Homebuilder or a Residential Developer will not be subject to the Reserve Fund Contribution. In the event of any dispute regarding the application of the Reserve Fund Contribution to a particular Owner, Declarant, until expiration or termination of the Development Period, and the Board thereafter, will determine application of an exemption in its sole and absolute discretion. The Reserve Fund Contribution will be in addition to, not in lieu of, any other Assessments levied in accordance with this *Article 5* and will not be considered an advance payment of such Assessments. The Declarant during the Development Period, and thereafter the Board, will have the power to waive the payment of any Reserve Fund Contribution attributable to a Lot or Condominium Unit (or all Lots and Condominium Units) by the Recordation of a waiver notice or in the Notice of Applicability, which waiver may be temporary or permanent.

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Covenant, as applicable. Unless expressly amended by this Amendment, all other terms and provisions of the Covenant remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

HUNT COMMUNITIES BASTROP, LLC,
a Delaware limited liability company

By: _____

Name: Rick Neff

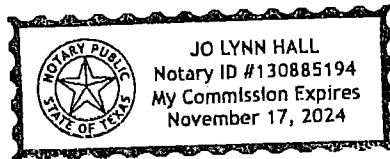
Title: Senior Vice President

THE STATE OF TEXAS §

COUNTY OF Bastrop §
§

This instrument was acknowledged before me this 12 day of February, 2024,
by Rick Neff, Senior Vice President of HUNT COMMUNITIES BASTROP, LLC, a Delaware
limited liability company, on behalf of said company

(SEAL)



Notary Public Signature

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS





KRISTA BARTSCH, County Clerk

Bastrop Texas

March 02, 2023 03:26:09 PM

FEE: \$38.00

RESTRICTION

202303085

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM



NEW COLONY

Bastrop County, Texas

**FOURTH AMENDMENT TO
HOMEBUILDER DESIGN GUIDELINES**

Cross-reference to: (i) New Colony Master Covenant [Residential], recorded as Document No. 201809411 in the Official Public Records of Bastrop County, Texas, as amended from time to time; and (ii) Homebuilder Design Guidelines for New Colony, recorded as Document No. 201912598 in the Official Public Records of Bastrop County, Texas, as amended by the First Amendment to Homebuilder Design Guidelines for New Colony, recorded as Document No. 202009978 in the Official Public Records of Bastrop County, Texas, by the First Amendment to Homebuilder Design Guidelines [Sheds and Outbuildings] for New Colony, recorded as Document No. 202018378 in the Official Public Records of Bastrop County, Texas, and by the Second Amendment to Homebuilder Design Guidelines for New Colony, recorded as Document No. 202124099 in the Official Public Records of Bastrop County, Texas.

NEW COLONY

FOURTH AMENDMENT TO HOMEBUILDER DESIGN GUIDELINES

This Fourth Amendment to Homebuilder Design Guidelines for New Colony (this "**Fourth Amendment**") is made by the New Colony Reviewer, and is as follows:

RECITALS

A. **HUNT COMMUNITIES BASTROP, LLC**, a Delaware limited liability company (the "**Declarant**"), previously executed and recorded that certain New Colony Master Covenant [Residential], recorded as Document No. 201809411 in the Official Public Records of Bastrop County, Texas, as amended from time to time (the "**Covenant**").

B. Until the expiration of the Development Period, the New Colony Reviewer is Declarant or its designee. The Development Period is a fifty (50) year period beginning on the date the Covenant was recorded in the Official Public Records of Bastrop County, Texas. The Covenant was recorded in the Official Public Records of Bastrop County, Texas on July 2, 2018. Accordingly, the Development Period has not yet expired.

C. Pursuant to *Section 6.4.2* of the Covenant, the New Colony Reviewer previously adopted the Homebuilder Design Guidelines for New Colony, recorded as Document No. 201912598 in the Official Public Records of Bastrop County, Texas (the "**Original Design Guidelines**"), as amended by the First Amendment to Homebuilder Design Guidelines [Sheds and Outbuildings] for New Colony, recorded as Document No. 202018378 in the Official Public Records of Bastrop County, Texas (the "**First Amendment**"), by the Second Amendment to Homebuilder Design Guidelines for New Colony, recorded as Document No. 202124099 in the Official Public Records of Bastrop County, Texas (the "**Second Amendment**"), and the Third Amendment to Homebuilder Design Guidelines for New Colony, recorded as Document No. 202217173 in the Official Public Records of Bastrop County, Texas (the "**Third Amendment**") (collectively, the "**Design Guidelines**"). The New Colony Reviewer also previously recorded that certain First Amendment to Homebuilder Design Guidelines for New Colony, recorded as Document No. 202009978 in the Official Public Records of Bastrop County, Texas, which was terminated in its entirety and is of no further force or effect pursuant to the Second Amendment.

D. Pursuant to *Section 6.4.2* of the Covenant, the New Colony Reviewer has the power, from time to time, to amend, modify or supplement the Design Guidelines.

E. Declarant, as the New Colony Reviewer, desires to amend, modify and supplement the Design Guidelines as set forth herein.

NOW, THEREFORE, Declarant, as the New Colony Reviewer, hereby amends, modifies and supplements the Design Guidelines as follows:

1. **Fencing Specifications: Wood.** The following is hereby added to *Section 2, Fencing Site Design, Fencing Specifications: Wood*, of the Design Guidelines:

Wood Fence Stains:

- **Approved Stain.** Approved fence stains are as follows (collectively, the “Approved Stain”):
 - 3508 – Covered Bridge
 - 3511 – Cedar Bark
 - 3509 – Baja Beige
- **Stained or Painted Fences Approved by the New Colony Reviewer.** An Owner with a wood fence(s) stained with Natural Clear, 3508 Covered Bridge, 3511 Cedar Bark, or 3509 Baja Beige as of the date that this Fourth Amendment is recorded, shall be required to re-stain their wood fence(s) with an Approved Stain when their wood fence is in disrepair, as determined by the Board. An Owner that stains or re-stains their fence after the date that this Fourth Amendment is recorded, shall be required to use an Approved Stain, unless a variance is granted by the New Colony Reviewer pursuant to *Section 6.4.6 of the Covenant*.
- **Stained or Painted Fences Not Approved by the New Colony Reviewer.** An Owner with a wood fence(s) stained or painted, on or before the date that this Fourth Amendment is recorded, with a stain or paint not approved by the New Colony Reviewer, shall be required to immediately re-stain their wood fence(s) with an Approved Stain, unless a variance is granted by the New Colony Reviewer pursuant to *Section 6.4.6 of the Covenant*.

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Covenant or the Design Guidelines. Unless expressly modified by this Fourth Amendment, all other terms and provisions of the Design Guidelines remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective upon Recording.

DECLARANT AS THE NEW COLONY REVIEWER:

HUNT COMMUNITIES BASTROP, LLC,
a Delaware limited liability company

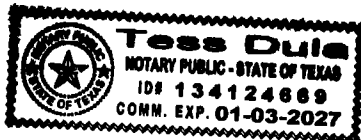
By: [Signature]
Name: rick neff
Title: JR. V.P.

THE STATE OF TEXAS §
 §
COUNTY OF Bell §

This instrument was acknowledged before me this 28 day of Feb, 2023 by
Rick Neff, SVP of HUNT COMMUNITIES
BASTROP, LLC, a Delaware limited liability company, on behalf of said limited liability
company.

[Signature]
Notary Public Signature

(SEAL)



ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS



Rose Pietsch

ROSE PIETSCH, County Clerk

Bastrop Texas

November 05, 2021 03:02:56 PM **202124099**

FEE: \$34.00

RESTRICTION

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM



NEW COLONY

Bastrop County, Texas

**SECOND AMENDMENT TO
HOMEBUILDER DESIGN GUIDELINES**

Cross-reference to: (i) New Colony Master Covenant [Residential], recorded as Document No. 2018094411 in the Official Public Records of Bastrop County, Texas, as amended from time to time; and (ii) Homebuilder Design Guidelines for New Colony, recorded as Document No. 201912598 in the Official Public Records of Bastrop County, Texas, as amended by the First Amendment to Homebuilder Design Guidelines for New Colony, recorded as Document No. 202009978 in the Official Public Records of Bastrop County, Texas, and by the First Amendment to Homebuilder Design Guidelines for New Colony [Sheds and Outbuildings], recorded as Document No. 202018378 in the Official Public Records of Bastrop County, Texas.

NEW COLONY

SECOND AMENDMENT TO HOMEBUILDER DESIGN GUIDELINES

This Second Amendment to Homebuilder Design Guidelines for New Colony (this “**Amendment**”) is made by the New Colony Reviewer, and is as follows:

R E C I T A L S

A. **HUNT COMMUNITIES BASTROP, LLC**, a Texas limited liability company (the “**Declarant**”) previously executed and recorded that certain New Colony Master Covenant [Residential], recorded as Document No. 2018094411 in the Official Public Records of Bastrop County, Texas, as amended from time to time (the “**Covenant**”).

B. Until the expiration of the Development Period, the New Colony Reviewer is Declarant or its designee.

C. Pursuant to *Section 6.4.2* of the Covenant, the New Colony Reviewer previously adopted the Homebuilder Design Guidelines for New Colony, recorded as Document No. 201912598 in the Official Public Records of Bastrop County, Texas, as amended by the First Amendment to Homebuilder Design Guidelines for New Colony, recorded as Document No. 202009978 in the Official Public Records of Bastrop County, Texas (the “**Initial Amendment**”), and by the First Amendment to Homebuilder Design Guidelines for New Colony [Sheds and Outbuildings], recorded as Document No. 202018378 in the Official Public Records of Bastrop County, Texas (the “**First Amendment**”) (collectively, the “**Design Guidelines**”).

D. Pursuant to *Section 6.4.2* of the Covenant, the New Colony Reviewer has the power, from time to time, to amend, modify or supplement the Design Guidelines.

E. Declarant, as the New Colony Reviewer, desires to amend, modify and supplement the Design Guidelines as set forth herein, and to terminate the Initial Amendment in its entirety.

NOW, THEREFORE, Declarant, as the New Colony Reviewer, hereby amends, modifies and supplements the Design Guidelines as follows:

1. **Exterior Material Application.** The first and third paragraphs of *Section 3, Exterior Material Application*, of the Design Guidelines are hereby deleted in their entirety and replaced with the following:

Materials should wrap at least four feet (4') down side elevations.

Façade materials should extend back from the front façade a minimum of two feet (2') on all floors.

2. **Termination of Initial Amendment.** The First Amendment to Homebuilder Design Guidelines for New Colony, recorded as Document No. 202009978 in the Official Public Records of Bastrop County, Texas, is hereby terminated in its entirety and shall have no further force or effect.

3. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Covenant or the Design Guidelines. Unless expressly modified by this Amendment, all other terms and provisions of the Design Guidelines remain in full force and effect as written, and are hereby ratified and confirmed.

EXECUTED to be effective the 16 day of JUNE, 2021.

DECLARANT AS THE NEW COLONY REVIEWER:

HUNT COMMUNITIES BASTROP, LLC,
a Delaware limited liability company

By: [Signature]

Name: RICK NEFF

Title: Sr. V.P.

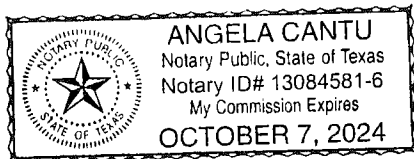
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 18th day of June, 2021 by RICK NEFF, Sr. Vice President of HUNT COMMUNITIES BASTROP, LLC, a Delaware limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public Signature

(SEAL)



ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS





KRISTA BARTSCH, County Clerk

Bastrop Texas

August 03, 2022 09:31:51 AM

FEE: \$46.00

RESTRICTION

202217173

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM



NEW COLONY

Bastrop County, Texas

**THIRD AMENDMENT TO
HOMEBUILDER DESIGN GUIDELINES**

Cross-reference to: (i) New Colony Master Covenant [Residential], recorded as Document No. 201809411 in the Official Public Records of Bastrop County, Texas, as amended from time to time; and (ii) Homebuilder Design Guidelines for New Colony, recorded as Document No. 201912598 in the Official Public Records of Bastrop County, Texas, as amended by the First Amendment to Homebuilder Design Guidelines for New Colony, recorded as Document No. 202009978 in the Official Public Records of Bastrop County, Texas, by the First Amendment to Homebuilder Design Guidelines [Sheds and Outbuildings] for New Colony, recorded as Document No. 202018378 in the Official Public Records of Bastrop County, Texas, and by the Second Amendment to Homebuilder Design Guidelines for New Colony, recorded as Document No. 202124099 in the Official Public Records of Bastrop County, Texas.

NEW COLONY

THIRD AMENDMENT TO HOMEBUILDER DESIGN GUIDELINES

This Third Amendment to Homebuilder Design Guidelines for New Colony (this “**Third Amendment**”) is made by the New Colony Reviewer, and is as follows:

R E C I T A L S

A. **HUNT COMMUNITIES BASTROP, LLC**, a Delaware limited liability company (the “**Declarant**”), previously executed and recorded that certain New Colony Master Covenant [Residential], recorded as Document No. 201809411 in the Official Public Records of Bastrop County, Texas, as amended from time to time (the “**Covenant**”).

B. Until the expiration of the Development Period, the New Colony Reviewer is Declarant or its designee. The Development Period is a fifty (50) year period beginning on the date the Covenant was recorded in the Official Public Records of Bastrop County, Texas. The Covenant was recorded in the Official Public Records of Bastrop County, Texas on July 2, 2018. Accordingly, the Development Period has not yet expired.

C. Pursuant to *Section 6.4.2* of the Covenant, the New Colony Reviewer previously adopted the Homebuilder Design Guidelines for New Colony, recorded as Document No. 201912598 in the Official Public Records of Bastrop County, Texas (the “**Original Design Guidelines**”), as amended by the First Amendment to Homebuilder Design Guidelines [Sheds and Outbuildings] for New Colony, recorded as Document No. 202018378 in the Official Public Records of Bastrop County, Texas (the “**First Amendment**”), and by the Second Amendment to Homebuilder Design Guidelines for New Colony, recorded as Document No. 202124099 in the Official Public Records of Bastrop County, Texas (the “**Second Amendment**”) (collectively, the “**Design Guidelines**”). The New Colony Reviewer also previously recorded that certain First Amendment to Homebuilder Design Guidelines for New Colony, recorded as Document No. 202009978 in the Official Public Records of Bastrop County, Texas, which was terminated in its entirety and is of no further force or effect pursuant to the Second Amendment.

D. Pursuant to *Section 6.4.2* of the Covenant, the New Colony Reviewer has the power, from time to time, to amend, modify or supplement the Design Guidelines.

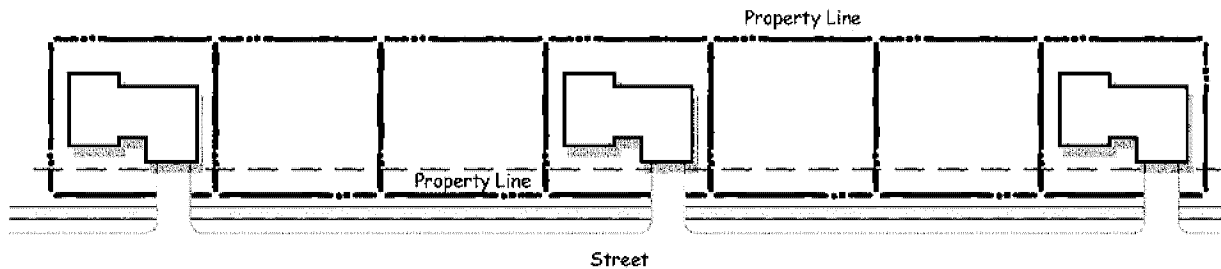
E. Declarant, as the New Colony Reviewer, desires to amend, modify and supplement the Design Guidelines as set forth herein.

NOW, THEREFORE, Declarant, as the New Colony Reviewer, hereby amends, modifies and supplements the Design Guidelines as follows:

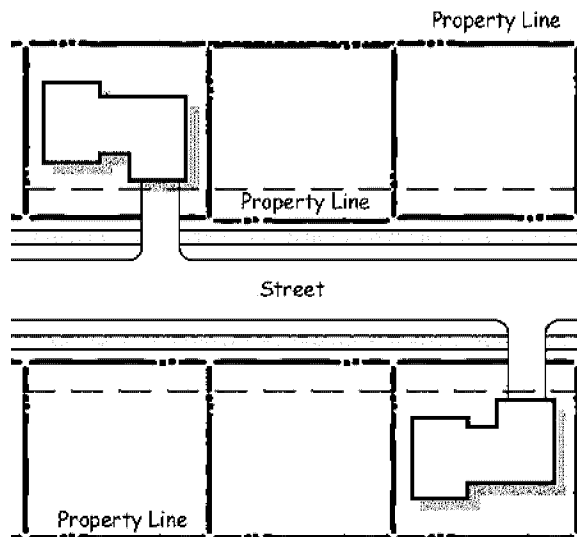
1. **Masonry Repetition.** The following is hereby added to *Section 3, Plan Spacing & Repetition*, of the Design Guidelines:

Masonry Repetition:

- Same Side of the Street: Similar masonry may be repeated every third lot (must have two full lots in between).



- Opposite Side of the Street: Similar masonry may be repeated across the street with one full lot in between.



2. **Craftsman Style Homes.** The following is hereby added to the *Craftsman/Bungalow* style architectural page located within *Exhibit "A"* to the Design Guidelines, as such exhibit was added pursuant to the First Amendment:

Craftsman Style Homes:

- Up to 20% of the homes in each section may be built as Craftsman style. Plans are to be approved in the order they are submitted, and **not** divided per builder.
- Craftsman style homes may only be located on Interior Lots and may not be located on Corner Lots.

- The rear elevation of a two-story Craftsman style home may not border a public facing area (open space, waterway, public roadway, etc.).
- Stone Wainscot on Craftsman style homes must wrap a minimum of four feet (4') down the side elevation.

3. **Exterior Material Application.** *Section 3, Exterior Material Application*, of the Design Guidelines, is hereby modified. The following provisions (the “**Deleted Provisions**”), as set forth in *Paragraph 1* of the Second Amendment, are hereby deleted in their entirety:

Materials should wrap at least four feet (4') down side elevations.

Façade materials should extend back from the front façade a minimum of two feet (2') on all floors.

The following provisions shall be added to *Section 3, Exterior Material Application*, and shall replace the Deleted Provisions:

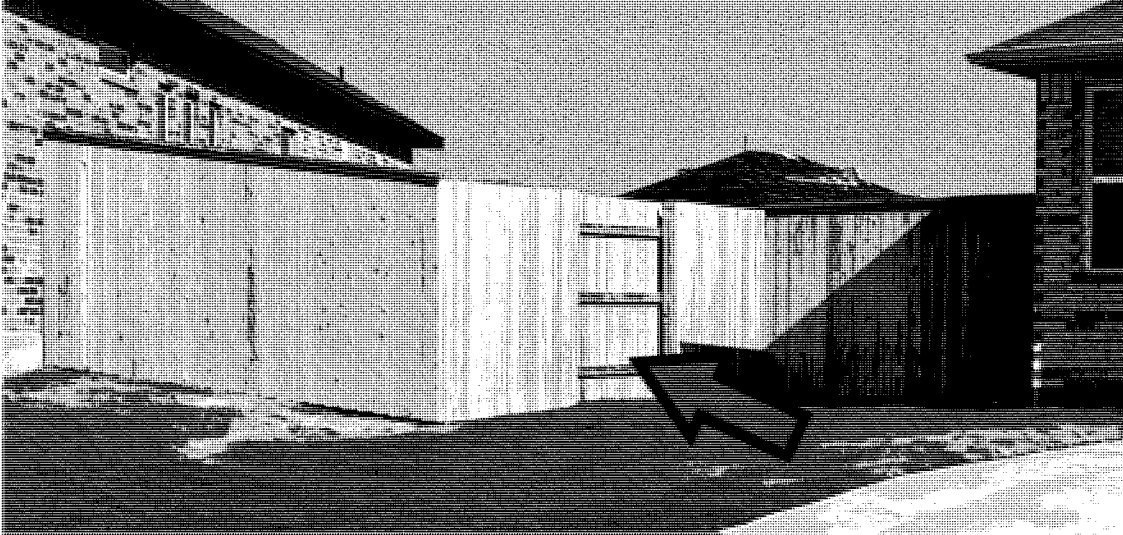
All front façade materials and masonry should extend onto the side elevations a minimum of four feet (4') on all floors.

4. **Public View Fencing.** The following is hereby added to the Public View Fencing subsection of *Section 2, Fencing*, located on page 36 of the Original Design Guidelines:

The first three (3) Interior Lot fence panels (15') must be finished side out – instead of good-neighbor – to ensure all fencing visible to the public is good-side out. Any interior fencing visible to the public between fence returns must be capped at the time the second fence return is installed.

The following photos depict unacceptable examples of public view Interior Fencing. All panels should be finished side out (no railings showing as indicated by arrows), and capped.





5. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Covenant or the Design Guidelines. Unless expressly modified by this Third Amendment, all other terms and provisions of the Design Guidelines remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective upon Recording.

DECLARANT AS THE NEW COLONY REVIEWER:

HUNT COMMUNITIES BASTROP, LLC,
a Delaware limited liability company

By: *Rick Neff*
Rick Neff, Sr. Vice-President

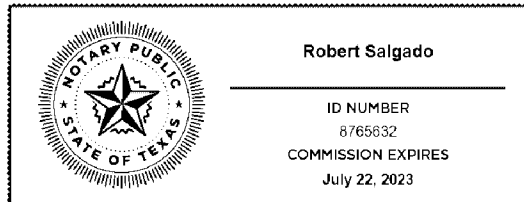
STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me by means of an interactive two-way audio and video communication on 7/29/2022 by Rick Neff, Sr. Vice-President of Hunt Communities Bastrop, LLC, a Delaware limited liability company, on behalf of said company. This notarial act was an online notarization.

Robert Salgado

Robert Salgado
Digital Certificate

Notary Seal



Notarized online using audio-video communication