

**FIRST AMENDMENT TO THE DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
SUNRISE ESTATES PROPERTY OWNERS ASSOCIATION**

This First Amendment to DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUNRISE ESTATES PROPERTY OWNERS ASSOCIATION, ("Declaration") is made on the date hereinafter set forth by the Board of Directors for Sunrise Estates Property Owners Association ("Association").

WHEREAS, Association filed its original Declarations of Covenants, Conditions and Restrictions for Sunrise Estates Property Owners Association, Navarro County, Texas, on July 7, 1988, and it was recorded in Volume 1163, Page 780-791 of the Navarro County Real Property Records;

WHEREAS, Association presented proposed amendments to the Declarations, and a vote of the community was held on October 8, 2022, wherein a quorum of members were presented;

WHEREAS, Association desires to further amend the Declarations per the affirmative vote of the membership;

NOW THEREFORE, the Declarations are hereby amended accordingly:

1. Article III, Section 3 of the Declarations is hereby amended and shall be forthwith the following:

Art. III, Section 3: Architectural Control Committee:

The Architectural Control Committee is composed of three persons appointed by the Board of the Property Owners Association. In the event of death, dismissal or resignation of any member of the committee, the remaining members shall have full authority to designate a successor, subject to approval of the Association Board. Neither the members of the committee nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant except as is budgeted and approved by the Association Board. All approvals must include one member of the Architectural Control Committee and one member of the Association Board.

2. Article III, Section 4 of the Declarations is hereby amended and shall be forthwith the following:

Art. III, Section 4: Procedure:

The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative fail to approve or disapprove within thirty days (30) after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval

will not be required and the related covenants shall be deemed to have been fully complied with. The thirty day (30) time period shall commence upon the date that the requisite packet containing the plans and specifications is received by the Architectural Control Committee.

3. Article IV, Section 1 of the Declarations is hereby amended and shall be forthwith the following:

Art. IV, Section 1: Type of Building Permitted:

All tracts shall be used for residential purpose only, and no building shall be erected, altered, placed, or permitted to remain on any tract other than one detached single family dwelling not to exceed two stories in height and all homes must have a private attached garage or carport for not less than two (2) automobiles and not more than three (3) automobiles. All homes must be site built. No building type in the form of a manufactured home, shipping container home or barndominium will be permitted. Nor will short term rentals such as Airbnb and Vrbo, defined as leased for less than 12 months be permitted in our neighborhood.

4. Article IV, Section 2 of the Declarations is hereby amended and shall be forthwith the following:

Art. IV, Section 2: Minimum Floor Area and Exterior Walls:

Any residence on said tracts must have a floor area of not less than fifteen hundred (1500) square feet, excluding patios, driveways, carports and garages. Acceptable exterior wall materials include traditional brick and decorative stone products. Vinyl, wood, and Hardie board siding products are also acceptable. No metal exterior walls are permitted.

5. Article IV, Section 12 of the Declarations is hereby amended and shall be forthwith the following:

Art. IV, Section 12: Fences, Walls, Hedges, and Utility Meters:

No fence, wall, hedge or utility meter shall be placed or permitted to remain, on any tract nearer to the street or streets adjoining such tract except for decorative subdivision entry fences; and further provided that for lake front properties, no fence shall exceed four (4) feet in height except for those around pools and tennis courts. No barbed wire fence will be permitted.

Regarding interior lots only, privacy style fences up to six (6) feet tall constructed of appropriate fencing materials, providing lake and common area views are not obstructed, openness is maintained, and fence is kept in good repair. Privacy fencing must be set back two (2) feet from the front of the home and is not allowed along the front of the property. All fencing on all lots must be submitted to the Architectural Control Committee for approval as to design and fencing materials.

All other terms and conditions and Exhibits shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Representatives of the Board of Directors/Declarant of the Association has executed this Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sunrise Estates Property Owners Association, this 13TH day of FEBRUARY 2023.

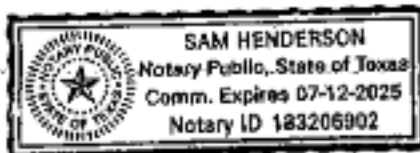
2-13-2023
Date

[Signature]
Board President

STATE OF TEXAS §

COUNTY OF NAVARRO §

BEFORE ME, the undersigned authority, on the 13TH day of February, 2023, personally appeared, Edward Tetter, to me known to be the President of Sunrise Estates Property Owners Association, and he/she acknowledged before me that he/she executed the same for the purposes therein expressed.



[Signature]
Notary Public, State of Texas
My Commission Expires: 07-12-2025

IN WITNESS WHEREOF, the undersigned Representatives of the Board of Directors/Declarant of the Association has executed this Amendment to the Declaration of Covenants, Conditions, and Restrictions for Sunrise Estates Property Owners Association, this 15TH day of FEBRUARY 2023.

2/15/2023
Date

[Signature]
Secretary

STATE OF TEXAS §

Denton
COUNTY OF ~~NAYARRO~~ yes §

BEFORE ME, the undersigned authority, on the 15th day of February, 2023,
personally appeared, Joanne Bth Donnerberg, to me known to be the _____ of
Board of Directors for Sunrise Estates Property Owners Association, and he/she acknowledged
before me that he/she executed the same for the purposes therein expressed.



[Signature]

Notary Public, State of Texas
My Commission Expires: 11-07-2023

FILED ELECTRONICALLY

**THE STATE OF TEXAS
COUNTY OF NAVARRO**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Navarro County, Texas.

2023-001327 AME
02/21/2023 11:06:23 AM Total Fees: \$38.00

Sherry Dowd, County Clerk
Navarro County, Texas

