

SUPPLEMENTAL NOTICE OF DEDICATORY INSTRUMENTS
for
SIERRA VISTA AT CANYON GATE PROPERTY OWNERS ASSOCIATION

THE STATE OF TEXAS §
 §
 COUNTY OF BRAZORIA §

The undersigned, being the authorized representative of Sierra Vista at Canyon Gate Property Owners Association (the "Association"), a property owner's association as defined in Section 202.001 of the Texas Property Code, hereby supplements the "Notice of Dedicatory Instruments for Sierra Vista at Canyon Gate Property Owners Association", "Supplemental Notice of Dedicatory Instruments for Sierra Vista at Canyon Gate Property Owners Association", "Supplemental Notice of Dedicatory Instruments for Sierra Vista at Canyon Gate Property Owners Association", "Supplemental Notice of Dedicatory Instruments for Sierra Vista at Canyon Gate Property Owners Association", "Supplemental Notice of Dedicatory Instruments for Sierra Vista at Canyon Gate Property Owners Association", "Supplemental Notice of Dedicatory Instruments for Sierra Vista at Canyon Gate Property Owners Association", "Supplemental Notice of Dedicatory Instruments for Sierra Vista at Canyon Gate Property Owners Association" and "Supplemental Notice of Dedicatory Instruments for Sierra Vista at Canyon Gate Property Owners Association" recorded in the Official Public Records of Real Property of Brazoria County, Texas under Clerk's File Nos. 2017050032, 2017050875, 2017054665, 2017060054, 2017062288, 2018005449 and 2018023841, respectively (collectively, the "Notice"), which Notice was filed of record for the purpose of complying with Section 202.006 of the Texas Property Code.

1. **Property:** The Property to which the Notice applies also includes the Property described as follows:
 - a. Property described by metes and bounds in Exhibit "A" ("Exhibit") to the document identified in Paragraphs 2.a.(2) and 2.b.(2) of this Notice (which Exhibit is incorporated herein by reference).
 - b. Sierra Vista, Section 4B, a subdivision in Brazoria County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 2018044940 of the Map records of Brazoria County, Texas and all amendments to or replats of said maps or plats, if any.
 - c. Sierra Vista, Section Five (5), a subdivision in Brazoria County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 2019005368 of the Map records of Brazoria County, Texas and all amendments to or replats of said maps or plats, if any.
 - d. Sterling Lakes at Iowa Colony, Section Thirteen (13), a subdivision in Brazoria County, Texas, according to the map or plat thereof, recorded under Clerk's File No. 2019001428 of the Map records of Brazoria County, Texas and all amendments to or replats of said maps or plats, if any.

2. **Restrictive Covenants.** In addition to the documents imposing restrictive covenants on the Property contained in the Notice, the following documents likewise impose restrictive covenants on the Property:

a. **Documents:**

- (1) **Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Sierra Vista.**
- (2) **Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Certain Property to be Annexed into Sierra Vista [The Annexed Property Being Commonly Known as Sierra Vista, Section 4A].**
- (3) **Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sierra Vista, Section 4B a Subdivision in Brazoria County, Texas.**
- (4) **Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sierra Vista, Section Five (5) a Subdivision in Brazoria County, Texas.**
- (5) **Annexation and Supplemental Declaration of Covenants, Conditions and Restrictions for Sterling Lakes at Iowa Colony, Section Thirteen (13) a Subdivision in Brazoria County, Texas [Annexation into Sierra Vista].**

b. **Recording Information:**

- (1) **Brazoria County Clerk's File No. 2018027516.**
- (2) **Brazoria County Clerk's File No. 2018030707.**
- (3) **Brazoria County Clerk's File No. 2018047768.**
- (4) **Brazoria County Clerk's File No. 2019005558.**
- (5) **Brazoria County Clerk's File No. 2019006689.**

3. **Additional Dedicatory Instrument.** In addition to the Dedicatory Instruments identified in the Notice, the following document is a Dedicatory Instrument governing the Association:

a. **Amenities Use Agreement.**

A true and correct copy of such Dedicatory Instrument is attached to this Supplemental Notice.

This Supplemental Notice is being recorded in the Official Public Records of Real Property of Brazoria County, Texas for the purpose of complying with Section 202.006 of the Texas Property Code. I hereby certify that the information set forth in this Supplemental Notice is true and correct and that the copy of the Dedicatory Instrument attached to this Notice is a true and correct copy of the original.

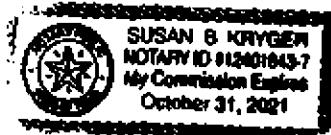
Executed on this 15th day of February, 2019.

SIERRA VISTA AT CANYON GATE PROPERTY OWNERS ASSOCIATION

By: *Rick S. Butler*
Rick S. Butler, authorized representative

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 15th day of February, 2019 personally appeared Rick S. Butler, authorized representative of Sierra Vista at Canyon Gate Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed.



Susan B. Krygen
Notary Public in and for the State of Texas

AMENITIES USE AGREEMENT

This Amenities Use Agreement ("Agreement") is made by and between **STERLING LAKES PROPERTY OWNERS ASSOCIATION**, a Texas non-profit corporation (the "Sterling Lakes Association"), and **SIERRA VISTA AT CANYON GATE PROPERTY OWNERS ASSOCIATION**, a Texas non-profit corporation (the "Sierra Vista Association"), to be effective as provided below.

RECITALS

1. Sterling Lakes Association owns the Amenities, as hereinafter defined.
2. Sierra Vista Association is the property owners association for Sierra Vista, as hereinafter defined, which is a residential community being developed in close proximity to the Sterling Lakes at Iowa Colony subdivision.
3. Sierra Vista Association desires to enter into an agreement with Sterling Lakes Association for the purpose of enabling Sierra Vista Owners, as hereinafter defined, to use the Amenities.
4. Sterling Lakes Association is willing to allow Sierra Vista Owners to use the Amenities in accordance with the terms of this Agreement.

WITNESSETH

NOW, THEREFORE, for and in consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, the parties hereby agree as follows:

I. DEFINITIONS

As used in this Agreement, the terms set forth below have the following meanings:

- 1.1 "Amenities" - means the splashpad and related facilities located at 2807 Sterling Lakes Drive, being Lot One (1), Block One (1) of Sterling Lakes, and the swimming pool, park and related facilities located at 1411 Green Paradise Drive in Sterling Lakes West, Section Three (3) (commonly known as the Sterling Lakes West Park).
- 1.2 "Sierra Vista" - means Sierra Vista, Section One (1), a subdivision in Brazoria County, Texas according the map or plat thereof recorded under File No. 2017058170 of the Map Records of Brazoria County, Texas; Sierra Vista, Section Two (2), a subdivision in Brazoria County, Texas according the map or plat thereof recorded under File No. 2017058181 of the Map Records of Brazoria County, Texas; and any other real property duly annexed and subjected to the provisions of the Declaration of Covenants, Conditions and Restrictions for Sierra Vista.
- 1.3 "Sierra Vista Association" - means Sierra Vista at Canyon Gate Property Owners Association, a Texas non-profit corporation, its successors and assigns.

1.4 "Sierra Vista Owner" - means a person or entity who owns a lot in Sierra Vista, excluding Developer and Builders, as identified and defined in the Declaration of Covenants, Conditions and Restrictions for Sierra Vista.

1.5 "Sterling Lakes Association" - means Sterling Lakes Property Owners Association, a Texas non-profit corporation, its successors and assigns.

II. ANNUAL USER FEE

2.1 **Annual User Fee.** Sierra Vista Association will pay to Sterling Lakes Association an annual amount of \$250.00 (the "Annual User Fee") for each lot in Sierra Vista on which a residential dwelling has been substantially completed and which has been conveyed to a Sierra Vista Owner for use as a residence. Sierra Vista Association will instruct each title company closing on the sale of a lot to a Sierra Vista Owner to send a copy of the deed to Sterling Lakes Association at the address designated for Sterling Lakes Association in Section 3.3, below. The Annual User Fee is payable to Sterling Lakes Association on a quarterly basis, with the quarterly installments being due on March 31st, June 30th, September 30th, and December 31st of the applicable year. Provided that, the amount of the Annual User Fee payable on a lot in the year in which the lot is conveyed to a Sierra Vista Owner for use as a residence will be prorated as of the first day of the quarter in which closing on the sale of the lot occurs. For example, if closing on the sale of a lot occurs on June 22nd, the Annual User Fee for that lot will be prorated as of April 1st; if closing on the sale of a lot occurs on July 17th, the Annual User Fee for that lot will be prorated as of July 1st. The amount due for the quarter in which closing on the sale of the lot occurs will be due on the date of closing. Sterling Lakes Association will issue an invoice to Sierra Vista Association each quarter for the amount due for all lots in Sierra Vista subject to the Annual User Fee. Each quarterly invoice will be due and payable by Sierra Vista Association no later than thirty (30) days after issuance. If Annual User Fees are not paid in accordance with the provisions of this Section, all rights of the Sierra Vista Owners to use and enjoy the Amenities may be suspended by Sterling Lakes Association until all Annual User Fees are paid. In addition, interest at the rate of ten percent (10%) per annum will accrue on unpaid Annual User Fees commencing on the thirty-first (31st) date after such Annual User Fees become due until paid.

2.2 **Access to Amenities.** Each Sierra Vista Owner will be granted access to and will be entitled to use and enjoy the Amenities under the same terms and conditions and at the same times that members of Sterling Lakes Association are entitled to use and enjoy the Amenities. Each Sierra Vista Owner must register in writing with Sterling Lakes Association's management company and at the clubhouse prior to the first use of the Amenities.

2.3 **Suspension of Use Rights.** The right of a Sierra Vista Owner to use the Amenities may be suspended by Sterling Lakes Association as a result of the failure or refusal of such Sierra Vista Owner to comply with posted rules and regulations relating to the Amenities in the same manner as the right of a member of Sterling Lakes Association to use the Amenities may be suspended. If the right of a Sierra Vista Owner to use the Amenities is suspended, Sierra Vista Association will not be entitled to any reduction or offset of Annual User Fee or other

consideration paid by it to Sterling Lakes Association per the provisions of this Agreement.

III. MISCELLANEOUS

3.1 Amendment. The provisions of this Agreement may be amended only by an instrument in writing which sets forth the amendment and is executed by both parties.

3.2 Term. This Agreement will commence upon execution by both parties and end on December 31, 2020 (the "Initial Term"), subject to the terms and conditions set forth in this Agreement. The Initial Term will be automatically renewed on January 1 of each year following the expiration of the Initial Term for an additional twelve (12) month period, so long as the Annual User Fee is paid to Sterling Lakes Association. However, either party may terminate this Agreement after the Initial Term as of the first day of a calendar quarter upon not less than thirty (30) days written notice; provided however, that all Annual User Fees must be paid current to the date of termination in the event of termination by Sierra Vista Association.

3.3 Notice. Any notice or demand required or permitted to be given under the terms of this Agreement must be in writing and either delivered or mailed by certified mail, return receipt requested, to the other party at the address set forth below:

Sterling Lakes Property Owners Association
c/o Principal Management Group of Houston
11000 Corporate Centre Drive #150
Houston, Texas 77041
Telephone: 713.329.7100
Email: sterlinglakes@entouch.net

Sierra Vista at Canyon Gate Property Owners Association
c/o Principal Management Group of Houston
11000 Corporate Centre Drive #150
Houston, Texas 77041
Telephone: 713.329.7100
Email: sterlinglakes@entouch.net

Such notice or demand will be deemed to be delivered on the date of actual delivery or on the date the notice or demand is deposited in the United States mail, properly addressed with postage prepaid.

The address of either party for receiving notice may be changed at any time by written notice to the other party in accordance with the provisions of this Section.

3.4 Insurance. Sterling Lakes Association agrees to maintain throughout the term of this Agreement a comprehensive general liability insurance policy with limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 general aggregate and a directors' and officers' liability insurance policy with a limit of not less than \$1,000,000.00. Sterling Lakes Association agrees to provide to Sierra Vista Association properly executed Certificates of Insurance upon reasonable request.

3.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to its subject matter. Any oral representations or modifications concerning this Agreement are of no force and effect.

3.6 Dispute Resolution/Attorney's Fees. In the event of a controversy, claim or dispute, relating to or arising out of this Agreement, the parties agree to attempt to resolve the matter through mediation. If mediation is unsuccessful, the controversy, claim or dispute must be resolved through binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Each party will bear its portion of the cost of arbitration and its attorney's fees and expenses, unless otherwise determined by the arbitrator(s).

3.7 Assignment. Neither party may assign this Agreement without the prior written consent of the other party and any attempted assignment in violation of this Section will be void.

3.8 Effective Date. This Agreement will be effective upon execution of both parties.

STERLING LAKES PROPERTY OWNERS ASSOCIATION

Date: 2/12/19

By: *Rachel A. Guin*

Printed: Rachel Guin

Its: President

SIERRA VISTA AT CANYON GATE PROPERTY OWNERS ASSOCIATION

Date: 2/12/19

By: *Linda Houston*

Printed: Linda Houston

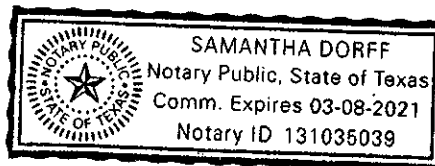
Its: Vice President

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary public, on this 12th day of February 2019, 2018 personally appeared Rachel Gwin, President of Sterling Lakes Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

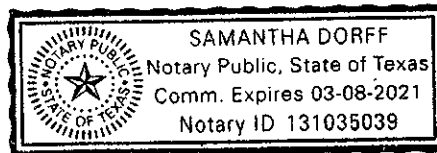
Samantha Dorff
Notary Public in and for the State of Texas

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §



BEFORE ME, the undersigned notary public, on this 12th day of February 2019, 2018 personally appeared Linda Houston, Vice President of Sierra Vista at Canyon Gate Property Owners Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purpose and in the capacity therein expressed.

Samantha Dorff
Notary Public in and for the State of Texas



FILED and RECORDED

Instrument Number: 2019006925

Filing and Recording Date: 02/15/2019 11:51:39 AM Pages: 9 Recording Fee: \$54.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-april