

**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR**

STONE BRIDGE OAKS

This First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stone Bridge Oaks (this "Amendment") is made as of the date below, by Lifestyle Grapevine 360, LP, a Texas limited partnership ("Declarant").

A. Declarant has previously caused to be recorded as Document No. D209332237 in the Real Property Records of Tarrant County, Texas, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stone Bridge Oaks (the "Declaration"). Capitalized terms used herein shall have the same meanings ascribed to them in the Declaration, unless otherwise indicated by the context.

B. Declarant desires to amend the Declaration as provided herein pursuant to Section 13.3 of the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Section 1.3 is amended to add "Inc." after the name of the Association.
2. Section 5.6 is amended in its entirety as follows:

"Section 5.6 Action Authorized Under Sections 5.4 and 5.5.

(a) Written notice of any meeting called for the purpose of taking action under Sections 5.4 and 5.5 shall be sent to all Members no less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

(b) At a meeting called under Section 5.5, a quorum shall mean ten percent (10%) all of the votes entitled to be cast, including all classes. If the required quorum is not present, another meeting may be called subject to the same notice requirement and a quorum shall mean 5 percent (5%) all of the votes entitled to be cast, including all classes."

3. Section 5.8(a) is amended by adding the following to the end of the section: "In the event a 'Dwelling' is a single family detached home, i.e. not a connected townhome, then the liability to pay the assessment will commence on the day such Dwelling is conveyed by Declarant to an Owner."

4. The first sentence of Section 5.9 is deleted and replaced with the following:

“A late handling fee of 10% of the amount of any unpaid assessment will be added to any assessment not received by the Association by the fifteenth day after the due date, together with interest on the unpaid assessment from the date due until paid at a rate equal to 10% per annum, subject to any legal interest limitation.”

5. The initial paragraph of Section 5.11 is amended by deleting the first sentence and replacing it with the following: “Effective upon the recording of this Amendment, in addition to the regular annual assessment, every time a Lot is sold, either by the Declarant or an Owner, an additional assessment equal to two (2) monthly assessments for such Lot (the “Capitalization Fee”) shall be collected from the purchaser of such Lot and transferred to the Association and placed in the working capital fund, commencing on the day such Lot is conveyed by Declarant to an Owner.” Furthermore, the final sentence of the initial paragraph 5.11 is deleted.

6. Section 5.12 is amended by deleting the first two sentences and replacing them with the following: “The Association may, but shall not have an obligation to, file a notice of unpaid assessment showing the amount then outstanding, the Owner’s name, the Lot number, and such other information as it may deem appropriate. Such notice may be executed by any authorized person on behalf of the Association, including an employee of any management company. Regardless of whether a notice is filed, any subsequent Owner is liable for any unpaid assessment and must seek a written statement from the Association prior to purchasing a Lot.”

7. A new Section 8.1(g) is hereby added to the Declaration:

“(g) Notwithstanding anything to the contrary contained herein, the Association shall not be responsible for any property or casualty insurance for single family detached Dwellings (the “Patio Homes”) located in the Property. Each Owner of a Patio Home is responsible for obtaining, at its expense, the insurance required by this Article VIII, including specifically Sections 8.1(b) and (d). Each Owner of a Patio Home is also responsible for promptly repairing any Dwelling damaged by a casualty. It is expressly understood that the Association is responsible for the maintenance of the Patio Homes, in the same manner as the other Dwellings and Buildings, except for any casualty damage.”

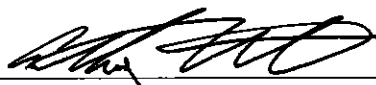
8. Section 13.3 is amended by deleting the second, third and fourth sentences and replacing it with the following: “This Declaration may be unilaterally amended by the Declarant at any time prior to the expiration of ten (10) years after the date of the original filing of this Declaration or the date of the sale of the last Dwelling owned by Declarant, whichever comes first. During the remainder of the initial twenty (20) year term (commencing for the date the original Declaration was recorded), this Declaration may only be amended or terminated if written notice of such meeting is sent to all Members no less than thirty (30) days nor more than sixty (60) days in advance of the meeting, which notice must include the language of the motion to be voted upon. At a meeting, a quorum shall mean fifty percent (50%) of the votes entitled to be cast, including all classes. If the required quorum is not present, another meeting may be called subject to the same notice requirement and a quorum shall mean twenty-five percent (25%) all of the votes entitled to be cast, including all classes.

9. A new Section 13.9 is added as follows: "Any notice required under this Declaration, the Article of Incorporation, the Bylaws, or any other requirement, including any legal notice (to the extent allowed by law) may be given by electronic delivery to any Member who includes an email address as part of the official records of the Association."

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed as of August 23rd, 2011.

LIFESTYLE GRAPEVINE 360, LP
a Texas limited partnership

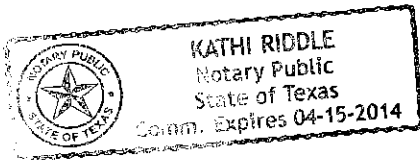
By: **GP GRENADIER SB, LLC,**
a Texas limited liability company,
its General Partner

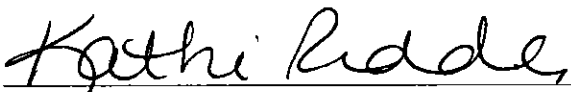
By: 

Anthony Natale, President

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me this 23rd day of August, 2011, by Anthony Natale, the President of GP Grenadier SB, LLC, a Texas limited liability company, as the general partner of Lifestyle Grapevine 360, LP, a Texas limited partnership, on behalf of the limited partnership and in the capacity therein stated.





Notary Public, State of Texas

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