

**FIRST AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS GOVERNING  
LIGHTHOUSE LANDING SUBDIVISION  
LLANO COUNTY, TEXAS**

This is the First Amendment to the Declaration of Covenants, Conditions And Restrictions Governing Lighthouse Landing Subdivision, dated June 4, 2013, and recorded at Volume 1544, Page 2827, of the Official Public Records of Llano County, Texas. This First Amendment is made by a majority of the board of directors of Lighthouse Landing HOA, Inc., pursuant to Section 20 of said Declaration.

Whereas a meeting of the Board of Directors of Lighthouse Landing HOA, Inc. was held on \_\_\_\_\_, 2021, and the Board agreed to change the Deed Restrictions as follows:

1. The first paragraph on page 1 is revoked and replaced with the following:

This Declaration of Covenants, Conditions and Restrictions is made on the 4th day of June, 2013, by Lighthouse Country Club, Inc., a Texas corporation (referred to herein as "Developer") and whose mailing address is P.O. Box 1807, Kingsland, Texas 78639.

2. The second paragraph on page 1 is revoked and replaced with the following:

Developer as the owner of all that certain real property described on the Plats recorded in Volume 1, Page 70, Volume 1, Page 84, Volume 1, Page 85, Volume 11, Page 72, Volume 15, Page 8, Volume 15, Page 64, all in Llano County Plat Records, Llano County, Texas, and shown on the Re-Plats recorded in Volume 20, Page 82, and in Volume 21, Page 3, both in Llano County Plat Records, Llano County, Texas (hereinafter "the Subdivision"), in order to ensure the development of the Subdivision as a development of desirable character, and to assure uniformity and harmony in such development, and to carry out a general plan of development for the use, convenience and benefit for each and every owner claiming any interest therein, implements the following restrictions, conditions and use limitations and does hereby adopt and establish the following covenants, conditions and restrictions.

3. The paragraph "Common Area" of Section 1 is revoked and replaced with the following:

"Common Area" means the entire Property except the condominiums and the Golf Course Area, subject to all easements and rights described in this Declaration.

4. Section 1 is amended by the addition of the following:

"Annexable Area" means any additional property made subject to the jurisdiction of the Association pursuant to the provisions set forth herein, including, without limitation any other sections of Lighthouse subdivision, if any, Developer may plat and any property adjacent to or in the proximity of the Subdivision which the Developer may wish to include in the jurisdiction of the Association.

5. The second paragraph of Section 3 is revoked and replaced with the following:

Garages and other customary and usual accessory structures may be attached or detached from residential dwellings; provided however, all garages shall be of sufficient size to accommodate the parking and storing of not less than two automobiles. No boats, trucks, trailers, campers, automobiles, or any other types of vehicle are permitted on any lots or drives, except in closed garages or storage facilities protected from the view of the public or other residents of the Subdivision. There shall be no open carports.

6. Section 3 is amended by the addition of the following:

No lot shall be used for the construction of a residential unit for the sole purpose of creating a rental unit, and no existing structure shall be rented except for lots that have been re-platted for duplexes, quadplexes, and/or patio homes, and the three homes that were grandfathered for such purpose prior to the purchase of the Subdivision by Developer on September 16, 2011.

7. The paragraph "Design, Minimum Floor Area, and Exterior Walls" of Section 5 is revoked and replaced with the following:

Any residence constructed on a lot must have a ground floor area of not less than 1,600 square feet, exclusive of open or screened porches, terraces, patios, driveways, and garages for those Lots designated on the plat as not less than 60 ft. wide. For those lots designated on the plat as less than 60 ft. wide, any residence constructed on a Lot must have a ground floor area of not less than 1,400 square feet. For all lots, the exterior building design will be at least 50% masonry or brick (masonry to mean native stone or stucco). All exterior colors, textures, and materials must be compatible with adjacent and surrounding Lots and over-all community appearance.

8. The paragraph "Setbacks" of Section 5 is revoked and replaced with the following:

No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the Plat with a minimum 15 foot front yard setback and a 15 foot back yard setback. No side yards at the front building setback line shall be less than five (5) feet. For purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of the building, including eaves and/or overhangs, on any Lot to encroach upon another Lot. If two or more Lots, or portions of two or more Lots, are consolidated into a building site in conformity with the provisions set forth in the next paragraph "Resubdivision or Consolidation," building setback requirements shall apply to the resulting building site as if it were one original, platted Lot.

9. The paragraph "Resubdivision or Consolidation" of Section 5 is revoked and replaced with the following:

No Lot shall be subdivided except as follows: any person owning two or more adjoining Lots may consolidate those Lots into a building site for one residence, as permitted by this Declaration. Any replat or consolidation of lots owned by Developer that is intended by a potential buyer must receive prior written approval from Developer. Any replat or consolidation of lots not owned by Developer must receive prior written approval from the Board. Failure to obtain such approval shall be a violation of the Restrictions. Any replat or consolidation made without such approval shall be disregarded by the Board. The owner of a consolidated lot shall

be charged and shall pay a maintenance charge for each lot that was combined to create the new lot.

10. The paragraph "Signs" of Section 5 is revoked and replaced with the following:

No sign or signs of any type shall be displayed to the public view on any residential lot except (i) school activity participation signs; (ii) that any builder during the applicable initial construction, and sales period, may utilize one professional sign (of not more than forty-eight (48) square inches in size) per lot for advertising and sales purposes; (iii) thereafter, a dignified "for sale" sign (of not more than five (5) square feet in size) may be utilized by the owner of the respective residential lot.

11. The paragraph "Trucks, Buses, and Trailers" of Section 5 is revoked and replaced with the following:

A truck, bus (except a passenger van for personal use), recreational vehicle, camper, and/or trailer (including utility trailers and watercraft trailers) may not be parked in a street in the Subdivision, except for construction and repair equipment during construction in the immediate vicinity, and may not be on located on any lot in the Subdivision (including driveways) if visible from the street. This does not apply to pickup trucks of comparable size to a Ford F-450, or smaller.

12. Section 5 is amended by the addition of the following sections:

Parking. No vehicle may be parked in the street, except temporarily and only for limited times for purposes related to service, maintenance, repair, and/or remodeling.

Driveways. All driveways must be composed entirely of poured concrete. All driveways must tie in smoothly with the street.

13. Several sections in the Declaration are numbered incorrectly. Beginning with Section 5 on page 5, the headings for Sections 5 through 20 are amended as follows:

6. ROOF CONSTRUCTION
7. TEMPORARY STRUCTURES
8. GRASS AND WEEDS
9. ANIMALS AND NUISANCES
10. EASEMENTS
11. WATER DEVELOPMENT
12. DEFAULT
13. HOMEOWNERS ASSOCIATION
14. ASSESSMENTS
15. BOARD OF DIRECTORS

16. MEETINGS OF THE BOARD OF DIRECTORS
17. EASEMENT OF ENJOYMENT
18. TITLE TO THE COMMON AREA
19. MAINTENANCE CHARGES
20. AMENDMENT
21. GENERAL PROVISIONS

14. Section 7, TEMPORARY STRUCTURES, is amended by the addition of the following:

The Association, in its discretion, may mow and otherwise maintain any vacant lots to preserve the appearance and safety of the Subdivision. The cost of any such maintenance will be billed to the Owner of the lot in question. Owners may request and arrange such mowing maintenance with the Association.

If maintenance is deemed necessary by the Association for any lot for which maintenance has not been arranged with the Association, then the Association will notify the Owner of the need for maintenance. If adequate maintenance has not been performed after 10 days from the date such notice was given, then the Association may exercise its right to maintain the lot in question, as described in the paragraph above.

15. The Section 11, WATER DEVELOPMENT, is revoked and replaced with the following:

No water drilling or development operations of any kind shall be permitted upon or in any part of the land included in the Subdivision, unless otherwise approved by Developer. All water and all sewage facilities provided by Kingsland Water Supply Corporation and Kingsland Municipal Utility District shall be in service and connected to each structure prior to the occupancy thereof. No on-site septic systems shall be permitted.

16. The paragraph "Membership, Voting, Elections, and Meetings" of Section 13, HOMEOWNERS ASSOCIATION, is revoked and replaced with the following:

One vote shall be allocated for each lot to the owner (including multiple owners) of the lot, except that, in the case of multiple adjacent lots that are used as one property or are considered to have the same street address, only one vote shall be allocated for such lots to the owner (including multiple owners) of the lots.

17. The first paragraph of Section 19, MAINTENANCE CHARGES, is revoked and replaced with the following:

Each lot in the Subdivision, except a Lot owned by Developer, is hereby subjected to an annual maintenance charge to be determined by the Board for the purpose of creating a fund to be expended by the Association in the interest of the members of the Association and the Subdivision as a whole. Such maintenance charges shall be payable annually in advance on the first day of each year by the Owner of each Lot as shown on the Re-Plats of the Subdivision recorded in Volume 20, Page 82 and Volume 21, Page 3, of the Llano County Plat Records. If two

or more lots are consolidated, re-platted, or otherwise combined the result of which is the creation of one lot, then the owner of such resulting lot shall continue to be charged and shall continue to pay a maintenance charge for each lot that was combined to create the new lot.

18. The Section 20, AMENDMENT, is revoked and replaced with the following:

**Amendment.** This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or signed ballot of Owners (including the Developer) entitled to cast not less than two-thirds of the votes of all of the Owners. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds of all of the votes of the Owners of the Association, such amendment must be approved by said Owners within 365 days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owner.

Owners (including the Developer) entitled to cast not less than two-thirds of all of the votes of the Owners may also vote to amend this Declaration, in person, or by proxy, at a meeting of the Owners duly called for such purpose, written notice of which shall be given to all Owners at least 10 days and not more than 60 days in advance and shall set forth the purpose of such meeting. Notwithstanding any provision contained in the Bylaws to the contrary, a quorum, for purposes of such meeting, shall consist of not less than 70 percent of all Owners (in person or by proxy) entitled to vote. Any such amendment shall become effective when an instrument is filed for record in the Official Public Records of Llano County, Texas, accompanied by a certificate, signed by a majority of the Board of Trustees, stating that the required number of Owners executed the instrument amending this Declaration or cast a written vote, in person or by proxy, in favor of said amendment at the meeting called for such purpose. Copies of the written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three years after the date of filing of the amendment or termination.

19. The Restrictions are amended by the addition of the following to be identified as Section 20.1 **DEVELOPER'S RIGHTS AND RESERVATIONS:**

**Period of Developer's Rights and Reservations.** Developer shall have and reserves the right, at any time and from time to time, prior to the point at which Developer owns less than 20 percent of the lots in the Subdivision or prior to Developer's written notice to the Association of Developer's termination of its rights described the Restrictions, without the joinder or consent of any Owner or other party, to amend this Declaration by an instrument in writing duly signed, acknowledged, and filed for record. The rights and reservations hereinafter set forth shall be deemed excepted and reserved in each conveyance of a Lot by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by Developer.

**Developer's Rights and Prerogatives.** Developer may file a statement in the Official Public Records of Llano County, Texas, which expressly provides for the Developer's (i) discontinuance of the exercise of any right or prerogative provided for in this Declaration to be exercised by the Developer or (ii) assignment to any third party owning property in the Subdivision or Annexable Area, of one or more of Developer's specific rights and prerogatives provided in this Declaration to be exercised by Developer. The assignee designated by Developer to exercise one or more of Developer's rights or prerogatives hereunder shall be entitled to exercise such right or

prerogative until the date that said assignee files a statement in the Official Public Records of Llano County, Texas, which expressly provides for said assignee's discontinuance of the exercise of said right or prerogative. From and after the date that the Developer discontinues its exercise of any right or prerogative hereunder and/or assigns its right to exercise one or more of its rights or prerogatives to an assignee, the Developer shall not incur any liability to any Owner, the Association or any other party by reason of the Developer's discontinuance or assignment of the exercise of said right(s) or prerogative(s). Upon the Developer's Assignment of its rights to the Association, the Association shall be entitled to exercise all the rights and prerogatives of the Developer.

**Right to Construct Additional Improvements in Common Area.** Developer shall have and hereby reserves the right (without the consent of any other Owner), but shall not be obligated, to construct additional improvements within the Golf Course Area, Private Roads, or Common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Association and Owners, so long as such construction does not directly result in the increase of maintenance charges and/or assessments. Upon an agreed date, Developer shall convey or transfer any such improvements to the Association, and the Association shall be obligated to accept title to, care for and maintain the same as elsewhere provided in this Declaration.

**Developer's Rights to Use Common Areas in Promotion and Marketing of the Subdivision and Annexable Area.** Developer shall have and hereby reserves the right to reasonable use of the Common Area and of services offered by the Association in connection with the promotion and marketing of land within the boundaries of the Subdivision and Annexable Area. Without limiting the generality of the foregoing, Developer may erect and maintain on any part of the Common Area such sign, temporary buildings and other structures as Developer may reasonable deem necessary or proper in connection with the promotion, development and marketing of land within the Subdivision and Annexable Area; may use vehicles and equipment within the Common Area for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Subdivision and Annexable Area, who are not Owners or Members of the Association, to use the Common Area at reasonable times and in reasonable numbers; and may refer to the services offered by the Association in connection with the development, promotion and marketing of the Subdivision and Annexable Area. Further, the Developer may establish Rules and Regulations for the use of the Common Areas in the Subdivision.

**Developer's Rights to Grant and Create Easements.** Developer shall have and hereby reserves the right, without the consent of any other Owner or the Association, to grant or create temporary or permanent easement, for access, utilities, pipeline easements, cable television systems, communication and security systems, drainage, water and other purposes incident to development, sale, operation and maintenance of the Subdivision, located in, on, under, over and across (i) the Lots or other property owned by Developer, (ii) the Common Area, and (iii) existing utility easement. Developer also reserves the right, without the consent of any other Owner or the Association, to (i) grant or create temporary or permanent easements for access over and across the streets and roads within the Subdivision to and from public roads for the benefit of owners of property, regardless of whether the beneficiary of such easements owns property which is hereafter made subject to the jurisdiction of the Association and (ii) permit owners of property within the Annexable Area which is not made subject to the jurisdiction of the Association to use the recreational facilities of the Association and other Common Area,

provided that said owners pay to the Association their proportionate share of the cost of operating and maintaining said recreational facilities and Common Areas.

**Developer's rights to Convey Additional Common Area to the Association.** Developer shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon, if any, to the Association as Common Area at any time and from time to time in accordance with this Declaration, without the consent of any other Owner or the Association.

**Annexation of Annexable Area.** Additional residential property and common areas outside of the Subdivision including, without limitation, the Annexable Area, may, at any time and from time to time, be annexed by the Developer into the real property which becomes subject to the jurisdiction and benefit of the Association, without the consent of the Owners or any other party; provided, however, such additional residential property outside of the Annexable Area may be made subject to the jurisdiction of the Association by the Developer. The owners of Lots in such annexed property, as well as all other Owners subject to the jurisdiction of the Association, shall be entitled to the use and benefit of all Common Areas that are or may become subject to the jurisdiction of the Association, provided that such annexed property is impressed with and subject to at least the maintenance charges and/or assessments imposed hereby.

20. The paragraph with the heading "Enforcement" in Section 21, GENERAL PROVISIONS, is revoked and replaced with the following:

The Association is authorized to use any enforcement action permitted by law to address violations of this Declaration, including imposition of fines, use of self-help remedies, charging an Owner for property damage, suspension of an Owner's right to use a common area, and filing a lawsuit. In order to begin using an enforcement action, the Board must first adopt standard procedures for the use of any enforcement action. Such procedures must comply with all applicable law and any applicable requirements of this Declaration.

As used in this Declaration, a self-help remedy means taking action to fix violations of this Declaration in order to bring a property into compliance with this Declaration.

21. The paragraph with the heading "Duration and Amendment" in Section 21, GENERAL PROVISIONS, is revoked.

Dated \_\_\_\_\_, 2021.

Lighthouse Landing HOA, Inc.

By: \_\_\_\_\_  
Gregory R. Howe, President

**STATE OF TEXAS**

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**COUNTY OF LLANO**

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This document was acknowledged before me by Gregory R. Howe, President of Lighthouse Landing HOA, Inc., on \_\_\_\_\_, 2021.

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Notary Public, State of Texas