

AFTER RECORDING RETURN TO:

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

THE LANDING AT BLANCO

Blanco County, Texas

Cross Reference to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions – The Landing at Blanco, recorded on August 21, 2015 under Document No. 152220, in Volume 512 Page 0832, Official Public Records of Blanco County, Texas, as may be amended and supplemented from time to time.

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS – THE LANDING AT BLANCO

This First Amendment to Amended and Restated Declaration of Covenants, Conditions, and Restrictions – The Landing at Blanco (the "Amendment") is made and executed by The Landing At Blanco Property Owners Association, a Texas non-profit corporation (the "Association"), acting by and through its Board of Directors (the "Board") and is as follows:

RECITALS:

A. The Landing at Blanco is a Residential Community situated in Blanco County, Texas, established pursuant to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions – The Landing at Blanco, recorded on August 21, 2015 under Document No. 152220, in Volume 512, Page(s) 0832-0865, of the Official Public Records of Blanco County, Texas, and any amendments or supplements thereto (the "Declaration"). The Landing at Blanco is governed by The Landing at Blanco Property Owners Association, a Texas non-profit corporation (the "Association"), which administers the terms, conditions, covenants, and restrictions of the Declaration and any and all policies, rules, and procedures that are permitted to be established in furtherance of the purpose and operation of the Association.

B. Pursuant to *Article X, Section 10.02* of the Declaration, the Declaration may be amended or changed, whole or in part, at any time by the written agreement or by written signed ballots voting for such amendment, of the Owners having not less than two-thirds (2/3rds) of all the votes (including Developer) of the Subdivision.

C. The Owners desire to amend Amended and Restated Declaration as set forth herein below.

D. The President of the Association executes this First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and to attest to the fact that this Amendment was approved by written agreement or by written signed ballots voting for such amendment representing at least two-thirds (2/3rds) of all of the votes allocated to all Owners.

NOW THEREFORE, the Owners hereby amend the Declaration as follows:

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Section 9.17. The following Section is added to Article IX of the Declaration:

9.17 **Conveyance of Common Area Property.**

Authorization to Convey Common Area Property. The Association's Board of Directors is authorized to sell Lot 15, consisting of 39.02 acres ("Lot 15") and is further authorized as follows:

- (1) **Conversion from Common Area to a Tract or Lot.** Immediately upon the conveyance of Lot 15 to a purchaser, the conveyed property (a "Conveyed Lot") will no longer be "Common Area" property under Section 1.05 and will become a residential "Tract" or "Lot" under Section 1.08. Thereafter, the Conveyed Lot shall be subject to all restrictions that pertain to Lots/Tracts under the Declaration or any of the Association's governing documents including, but not limited to, residential use restrictions, architectural approval requirements, lien rights afforded the Association, and the obligation to pay assessments, fees, fines, and other charges. Further, after the Conveyed Lot is transferred from the Association, the owner of the Conveyed Lot shall be an "Owner" under Section 1.10 of the Declaration, with membership and voting rights afforded other Owners of Tracts or Lots.
- (2) **Easements.** The Board of Directors may approve, execute, and cause to be recorded such documents and instruments as may be necessary to release, modify, or create easements and in connection with the sale of a Conveyed Lot.
- (3) **Consideration and Costs.** The Board of Directors, in its sole and absolute discretion, may establish the sales price for any portion of Lot 15 to be sold in accordance with this Section. The Board of Directors is authorized to employ professionals and incur expenses related to the sale of Lot 15 if, in the discretion of the Board of Directors, it is necessary to do so in furtherance of the Association's efforts to sell Lot 15.
- (4) **Variance.** The as-built improvements on a Conveyed Lot that are in place on the date such property is conveyed by the Association may remain in place and a variance is granted from the requirements of Sections 3.11 and 3.14 for the improvements in place when conveyed. Any improvements must be maintained in accordance with the requirements of the Declaration and the Association's governing documents. Section 3.01 will apply to the Conveyed Lot, and the use of no more than one (1) guest house will be permitted.
- (5) **Use of Proceeds.** Any proceeds from the sale of any Conveyed Lot that remain after all

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expenses associated with the sale of the Conveyed Lot have been deducted shall be placed into an escrow account prior to distribution of the proceeds to the Association. Distribution shall require approval by 2/3rds of all Owners of the Association.

[SIGNATURE PAGE TO FOLLOW]

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EXECUTED to be effective the 1 day of March, 2022.

THE LANDING AT BLANCO PROPERTY OWNERS ASSOCIATION, a Texas non-profit corporation

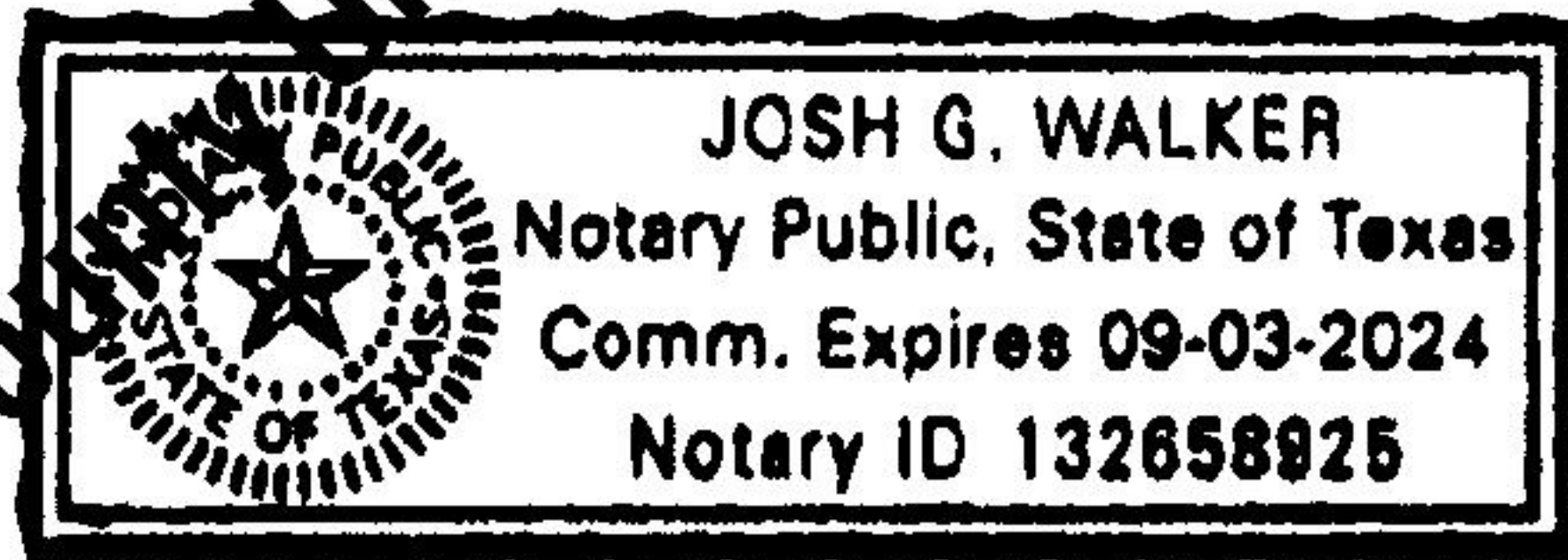
By: [Signature]
Printed Name: Michael K. Rieken
Title: Secretary / Treasurer POA

THE STATE OF TEXAS §
 §
COUNTY OF BLANCO §

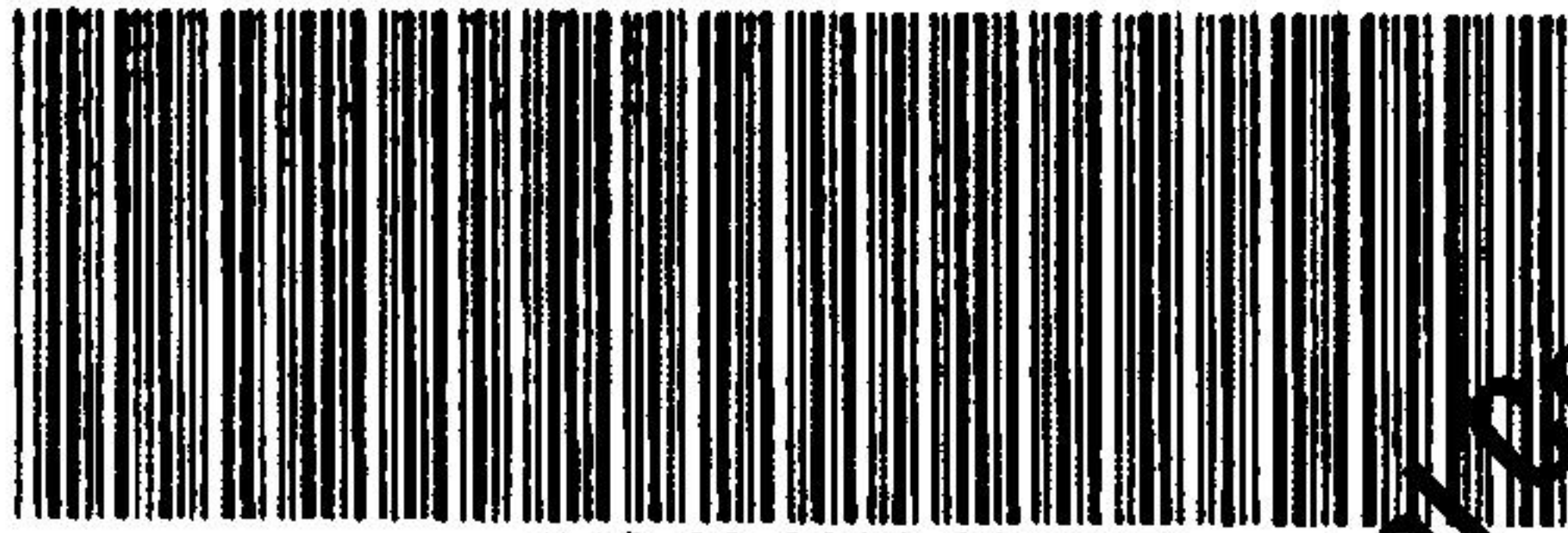
This instrument was acknowledged before me on this 1st day of MARCH, 2022, by MICHAEL RIEKEN, President of The Landing at Blanco Property Owners Association, a Texas non-profit corporation, on behalf of said non-profit corporation.

(SEAL)

[Signature]
Notary Public Signature



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Blanco County
Laura Walla
Blanco County Clerk

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Instrument Number: 221065

Real Property Recordings

Recorded On: March 01, 2022 03:15 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$37.00

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***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 221065
Receipt Number: 20220301000013
Recorded Date/Time: March 01, 2022 03:15 PM
User: Sheila M
Station: cclerk01

Record and Return To:

MIKE RIEKEN



STATE OF TEXAS
Blanco County

hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Blanco County, Texas

Laura Walla
Blanco County Clerk
Blanco County, TX

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Laura Walla