

AFTER RECORDING RETURN TO:

Alex S. Valdes, Esq.
Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701
Email: avaldes@winstead.com

FIRST AMENDMENT AND SUPPLEMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS

THE LANDING AT BLANCO

Blanco County, Texas

Cross Reference to that certain <u>Amended and Restated Declaration of Covenants, Conditions and Restrictions – The Landing at Blanco</u>, recorded under Document No. 152220, in Volume 512, Page 0832, Official Public Records of Blanco County, Texas.

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

This <u>First Amendment and Supplement to Amended and Restated Declaration of Covenants, Conditions, and Restrictions—The Landing at Blanco</u> (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 in Blanco County, Texas established pursuant to that certain <u>Amended and Restated Declaration of Covenants</u>, <u>Conditions and Restrictions The Landing at Blanco</u>, recorded under Document No. 152220, in Volume 512, Page 0832, 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, Inc., 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 of the Subdivision.
- **C.** The Owners desire to amend and supplement the Amended and Restated Declaration as set forth herein below.
- **D**. The President of the Association executes this First Amendment and Supplement 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, modify and supplement the Amended and Restated Declaration as follows:

- 1. <u>Section 3.30</u>. The following provision is added to Section III of the Declaration:
 - Section 3.30 Rentals. Nothing in this Declaration shall prevent the rental of any Lot or Tract and the Improvements thereon by the Owner thereof for residential purposes; provided that: (1) all rentals must be for a term of at least of thirty (30) days; (2) the rental must be for single-family residential use in compliance with all rules and governing documents for the Association; and (3) the entire Lot must be leased rather than just a portion of a Lot or a portion of a dwelling on such Lot (this provision prevents the lease of part of a dwelling or a Lot, such as an individual bedroom). All leases shall be in writing. The Owner must provide to its lessee copies of the governing documents that contain use restrictions. Notice of any lease, together with such additional information as may be required by the Board, must be submitted to the Association by the Owner before occupancy of the Lot under the lease.
- 2. <u>Additional Rules and Requirements; Enforcement Authority</u>. The Board of Directors is authorized to enforce the Rental and Leasing Rules and promulgate additional rules, policies, and procedures, as the Board of Directors may deem necessary, provided such rules do not conflict with the requirements set forth in the Declaration.
- 3. <u>Miscellaneous</u>. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE TO FOLLLOW]

EXECUTED to be e	ffective the	day of	, 2021.	
			AT BLANCO PROPER a Texas non-profit corp	
		Ву:		
		Title: <u>President</u>		
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COUNTY OF	§ §			
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