

16-05516

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions is made on the 4th day of June, 2013 by Lighthouse RMP, Inc., a Texas Corporation (referred to herein as "Developer") and whose mailing address is P.O. Box 8807, Midland, TX 79708.

And by vote of the Board, supersedes any previous Declaration Of Covenants, Conditions and Restrictions.

Developer as the owner of all that certain real property described as Lots One (1) through One Hundred Thirty (130) and all other property contained in the Plat recorded in Volume 15, Pages 8 and 9, Llano County Plat Records, Llano County, Texas, (hereinafter "the Subdivision"), according to the map or plat thereof, being filed and recorded in the Deed-Plat Records of Llano County, Texas, 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.

1. DEFINITIONS

"Association" means an incorporated non-profit association consisting of all Owners, which shall have the duty of maintaining, operating, and managing the Common Area as provided in this Declaration. Each Owner shall become a member of the Association contemporaneously with acquiring a Lot, without any further documentation of any kind.

"Board" means the Board of Directors of the Association.

"Common Area" means the entire Property except the Lcr4s and the Golf Course Area, subject to all easements and rights described in this Declaration.

"Developer" means Lighthouse RMP, Inc. and its successors and assigns.

"Golf Course Area" means all property whether shown on the plat or part of another Plat, commonly known as Packsaddle Golf Course, ownership of which will be retained by Declarant. All property not designated as "Common Area" or as "Lot" will be golf course property. The Declarant has the right to sell, lease, convey, rent, mortgage, pledge, assign, transfer, restrict, dedicate, encumber, demolish, restore, rebuild, reconstruct, rehabilitate, terminate, or otherwise deal with all or any portion of the Golf Course or Common Area without restriction or restraint of any kind or character. The Declarant shall be under no obligation to operate or maintain all or any portion of the Golf Course.

"Lot" means any of the plots of land shown on the plat and Subdivision Plat recorded in Volume 15 at Pages 8 and 9 of the Plat Records of Llano County, Texas the "Plat"), on which there is or will be built a single family dwelling. The term "Lot" does not include the Common Area or the Golf Course Area.

"Owner" means the record owner or owners of the fee simple title to any Lot or portion of a Lot in the Property on which there is or will be built a detached single family dwelling. "Owner" includes contract sellers but excludes persons having only a security interest.

"Qualified person" means a person who is a licensed architect, landscape architect, licensed general contractor, or city planner or member of the Board.

2. SCOPE OF RESTRICTIONS

The covenants, conditions and restrictions hereinafter set forth shall constitute covenants running with the land and shall be binding upon all present and future owners of lands within the Subdivision, and any person acquiring title to any lot subject hereto, shall thereby agree and covenant to abide by and perform to the covenants, conditions and restrictions set forth herein, but in the absence of any express agreement, the same shall be implied by the acceptance of any conveyance of lands located within the Subdivision. These covenants, conditions and restrictions shall be applicable to all of the Subdivision, except as otherwise expressly provided herein.

3. USE OF PREMISES

All of the Lots within the Subdivision shall be used only for single-family residential dwellings, except for lots that have been re-platted for duplexes, quadplexes or patio homes. Single family use consists of use as a dwelling by one person or two or more natural persons who are related by marriage or kinship or by not more than four (4) natural persons who are not related by marriage or kinship. However, Developer, as well as any other person engaged in the construction and sale of residences in the Subdivision shall have the right, during the construction and sales period to use facilities as may be reasonably necessary or convenient for Developer's business purpose of constructing and selling residences in the Subdivision. Furthermore, Developer or its assigns, will have the right to construct and operate a non-residential sales office for the purpose of selling and marketing the property.

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

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 type of vehicle shall be stored 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.

4. STRUCTURES

Any person desiring to commence the construction, reconstruction, remodeling, addition to, or alteration of any building, swimming pool, wall, fence, or other structure, shall submit to Developer two (2) complete sets of plans and specifications for said improvements showing the erection or alteration desired, and no such structure or improvement of any kind shall be erected, altered, placed or maintained on any lot unless and until the final plans, elevations, and specifications therefor have received written approval as herein provided. Such plans shall include plot plans showing the location on any lot or property of the wall, fence, or other structure proposed to be constructed, placed, altered, or maintained, together with the proposed color scheme for roofs and exteriors thereof. Developer shall approve or disapprove the plans, specifications and details within thirty (30) days from its receipt thereof. One set of said plans and specifications and details, with the approval or disapproval endorsed thereof, shall be returned to the person submitting the same. Developer shall have the right to disapprove any plans, specifications or details submitted if (i) such plans, specifications and details are not in accordance with all of the provisions of these restrictions and covenants; (ii) the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such lot or with the adjacent buildings or structures; (iii) the plans and specifications submitted are incomplete; (iv) Developer does not agree with the proposed location of such structure or improvements on the lot or property, regardless of the fact that such proposed location may comply with

applicable zoning regulations, building codes, or restrictions otherwise applicable, including the restrictions expressed in Paragraph 6 hereof; (v) Developer deems the plans, specifications, or details or any part thereof to be contrary to the spirit or intent of these covenants and restrictions, or contrary to the interest, welfare or rights of all or any part of the real property subject hereto, or the owners thereof, or any of the adjacent property owners, all in the sole and uncontrolled discretion of Developer. The decisions of Developer shall be final and binding. Neither Developer nor any architect or agent of Developer shall be responsible in any way for any defect in any plans or specifications submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such plans or such specifications. No buildings or improvements of any kind constructed or placed upon said lots thereafter shall be moved without the prior written approval of Developer.

Each Lot in the Subdivision shall have at least one exterior light in the front yard or on the front of the structure so as to illuminate the front yard. This light shall be either connected to an electronic device so as to operate from dusk until dawn or be on continually. This light shall be electric and shall be maintained by the homeowner so as to operate properly. All expenses connected with the installation, operation and maintenance shall be the responsibility of the individual homeowner and not the Homeowners Association. Landscape lighting may be used.

5. GENERAL BUILDING RESTRICTIONS AND STANDARDS

Type of Buildings Permitted. No building shall be erected, altered, or permitted on any lot other than one detached single-family dwelling not to exceed two stories in height, with a private garage for not more than four (4) automobiles and at least two (2) automobiles or buildings on lots that have been re-platted for duplexes, quadplexes or patio homes. However, Developer, as well as any other person engaged in the construction and sale of residences in the Subdivision, shall have the right, during the construction and sales period, to construct and maintain such facilities as may be reasonably necessary or convenient for its business of constructing and selling residential units in the Subdivision including, but not limited to, offices and storage areas.

Design Minimum Floor Area, and Exterior Walls. Any residence constructed on a lot must have a ground floor area of not less than 1600 square feet, exclusive of open or screened porches, terraces, patios, driveways, carports, 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 1400 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.

Setbacks. 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 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.

Resubdivision or Consolidation. No Lot shall be resubdivided or split except as follows: any person owning two or more adjoining Lots may subdivide or consolidate those Lots into

building sites, with the privilege of constructing improvements, as permitted by this Declaration, on each resulting building site, provided that such subdivision or consolidation is approved by Developer. The owner of any consolidated lot will continue to pay the annual assessments for each original lot as provided for herein.

Damages to roads within the subdivision by contractors and their subcontractors shall be repaired at the contractors expense.

Noxious or Offensive Activities Prohibited. No noxious or offensive activity shall be conducted on any Lot that may be or may become an annoyance or nuisance to the neighborhood.

Prohibited Residential Uses. No structure not approved for residential use by Developer, including but not limited to trailers, mobile homes, motor homes, basements, tents, shacks, garages, and other outbuildings and accessory structures, shall be used on any Lot at any time as a residence, either temporarily or permanently.

Signs. 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" or "for rent" sign (of not more than five (5) square feet in size) may be utilized by the owner of the respective residential Lot.

Rubbish, Trash and Garbage. No Lot may be used as a dumping ground for rubbish. All trash, garbage, grass clippings, leaves and other waste must be sealed in plastic bags or contained in a sanitary container. Each owner of a Lot or building site shall keep his land free at all times of trash, garbage, and debris. No such material shall be burned.

Sewage Disposal. No individual sewage-disposal system shall be permitted on any Lot unless the system is designed, located, and constructed in accordance with the requirements, standards, and recommendations of all applicable local authorities.

Water Supply. No individual water-supply system shall be permitted on any Lot without the express written consent of Developer.

Protective Screening. Protective screening areas are established as shown on the Plat. Planting, fences, or walls shall be maintained throughout the entire length of the protective screening areas by the Owner or Owners of the adjacent Lots at their own expense to form an effective screen for the protection of the residential area. No building or structure, except a screen fence or wall, or facilities for utilities or drainage, shall be placed or permitted to remain in the areas. No vehicular access over the areas shall be permitted except for the purpose of installation and maintenance of screening, utilities, and drainage facilities.

Fences, Walls, Hedges, and Utility Meters. No fence, wall, hedge, or utility meter shall be placed, or permitted to remain, on any Lot nearer to the street or streets adjoining such Lot than is permitted for the main residence on such Lot, except for decorative subdivision entry fences. No fence, wall, or hedge type fence or wall shall be nearer to any front street than the building set-back line. On Lots abutting the golf course, no interior fence, wall or hedge type fence or wall shall be built nearer to the rear Lot line abutting the golf course than the building set-back line. No fence, wall or hedge type fence or wall shall exceed ten (10) feet in height. All fences shall adhere to the following specifications:

1. -All fences along the property line abutting the golf course shall be an open wrought iron style. All fences or barriers within twenty (20) feet of the golf course shall be an open wrought iron style.

2. -All fences on Lots abutting the golf course shall be built with brick columns spaced no less frequently than sixteen (16) feet on centers.
3. -All fences facing streets, water drainage easements, and golf cart paths shall be built with brick columns at their corners, and columns shall be spaced no less frequently than sixteen (16) feet on centers.
4. -All fences must be maintained or rebuilt with like materials unless otherwise approved by Developer.
5. -Developer shall have the authority to set fencing requirements for newly developed areas within the Subdivision, and grant exceptions to the above specifications.

Trucks, Buses, and Trailers. No truck, bus (except a passenger van for personal use) or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck, bus (except a passenger van for personal use), boat or trailer shall be parked on the driveway or any portion of the Lot in such manner as to be visible from the street.

Prohibited Activities. No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot.

Masts and Antennas. The exterior attachment or mounting of all aerial masts, radio and television antennae to any structure or on the surface of any lands located in the Subdivision is prohibited. Installation of small satellite dishes, of a diameter of not larger than 1 meter, is permitted if the location of the installation is inconspicuous. The interior mounting of such objects is allowed without any consent or approval by Developer.

Water Softeners and Air Conditioning Equipment. No water softener shall be installed or used that discharges effluent brine into the sewage system. Location, type, and screening of water softeners and air conditioning units shall be first approved by Developer before installation or use.

Landscaping. Each Owner shall spend an initial sum of not less than five percent (5%) percent of the total cost of acquiring the building site and constructing a residence for ornamental plants, trees, shrubs, ground cover, lawns, and flowers. All plantings shall be species from a list approved by Developer.

No Hunting or Discharge of Firearms. No hunting will be allowed in the Subdivision. Discharge of firearms is prohibited.

5. ROOF CONSTRUCTION

No roofing materials shall be used within the Subdivision without prior written approval of Developer. No structure in the Subdivision may have built-up crushed rock or any material which is metallic in appearance without the prior written approval of Developer. Developer may approve concrete or pre-cast tile, simulated shake, or heavy weight, dimensional, composition shingles with a 25-year guarantee and a minimum weight of 300 lbs. per square and #30 or better felt.. Any such fiberglass laminate must be of a dark color, have the general appearance of wood, and the installation must include a manufactured pre-fab matching heavy ridge.

All plans submitted to Developer, including plans for re-roofing any structure within the Subdivision, shall include detailed roofing specifications, and approval of such shall be at the sole discretion of Developer.

6. TEMPORARY STRUCTURES

No trailer, mobile home, tent, shack, garage, barn or other outbuilding or structure of a temporary character shall at any time, ever be used as a residence, temporary or permanent; nor shall any structure of a temporary character ever be used in any way or moved onto or permitted to remain on any Lot, except upon Lots during the construction of permanent structures thereon.

7. GRASS AND WEEDS

The owner of each Lot shall keep grass, weeds and vegetation (except as part of a landscaping plan) trimmed or cut so that the same shall remain in a neat and attractive condition.

The HOA, shall at owners expense, maintain the vacant lots, to keep the area in a neat condition, and to keep areas mowed at a safe height. This will be dictated by the amount of rain, and growth of vegetation.

Should members, prefer to maintain their lots, please let the office know. Notifications will be sent and if no acknowledgement after 10 days of the post date, the lot will then be maintained at rate charged to the HOA.

8. ANIMALS AND NUISANCES

No horses, cows, poultry, or livestock of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. No noxious or offensive activity shall be carried on or maintained on any Lot in the Subdivision, nor shall anything be done or permitted to be done thereon which may be or become a nuisance in the neighborhood.

9. EASEMENTS

Perpetual easements are also reserved over and across the Lots in the Subdivision for the purpose of installing, repairing and maintaining, or conveying to proper parties so that they may install, repair, and maintain electric power, water, sewage, gas, telephone, and similar utility facilities and services, for all the Lots and properties in the Subdivision as follows: All easements shown on the Plat are incorporated as part of these restrictions, and access may be had at all reasonable times thereto for maintenance, repair and replacement purposes, without the Lot-owner being entitled to any compensation or redress by reason of the fact that such maintenance, repair, or replacement work has proceeded. The easements reserved and dedicated under the terms and provisions hereof shall be for the general benefit of the Subdivision and any other land owned or acquired by the Developer in the vicinity thereof, and also inure to the benefit of and may be used by the public or private utility company entering in and upon said property for the purposes aforesaid, without the necessity of any further grant of such easement rights to such utility companies. In addition the County of Llano shall have a perpetual easement over and across every Lot in the Subdivision for the purpose of police and fire protection and other emergency services. Golfers playing golf on the golf course shall have the right to retrieve their golf balls from any Lot. Each owner shall hold Developer harmless from liability on any claim arising out of the players on the golf course hitting golf balls onto, or retrieving golf balls from his Lot. Developer using the easements provided for herein shall never be liable for any damage to shrubbery, trees, flowers, or property of any kind on the land within the boundaries of said easements.

10. WATER DEVELOPMENT

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 the City of Kingsland shall be in service and connected to each structure prior to the occupancy thereof. No on-site septic systems shall be permitted.

11. DEFAULT

If the owner of any Lot or building site fails to abide by any of the foregoing restrictions, stipulations, obligations, or provisions, and if such failure or default continues without cure for ten (10) days after written notice thereof is mailed to the owner of the Lot or building site at his last known address, the Association, or its agent or agents, may go upon such Lot or building site and correct the default, and the Association shall not be guilty of any manner of trespass or liable to the landowner in any respect as a result thereof, and the landowner shall be obligated to reimburse said Association for all expenses incurred by and in performing such work, and the amount to be reimbursed shall bear interest at the highest lawful rate from date such work is performed or caused to be performed by the Association until the Association is reimbursed by the landowner therefore, and shall be secured by a lien against the Lot or building site.

12. HOMEOWNERS ASSOCIATION

The Owners shall constitute the Homeowners Association, ("the Association"). Each Owner of a Lot, including Developer, shall automatically be a member of the Association. Association membership shall be appurtenant to ownership of a Lot. Ownership of a Lot is the sole criterion for membership in the Association.

Transfer of Membership. Association membership can be transferred to the grantee of a conveyance of a Lot in fee. Membership shall not be assigned, pledged, or transferred in any other way. Any attempt to make a prohibited transfer shall be void.

Management of Association. The Association shall be incorporated as a nonprofit corporation. The Association shall be managed by the Board pursuant to the procedures set forth in the Association's articles of incorporation and bylaws, subject to this Declaration.

Membership, Voting, Elections, and Meetings. Each Owner shall have one vote. There shall be at least one meeting of the membership each year. At that meeting, the Owners shall elect a Board consisting of five (5) directors, vote on any other matters the Board chooses to place before the membership, and discuss any matter of Association business that the Board or any Owner wishes to bring before the entire membership.

Duties and Powers of Board. Through the Board, the Association shall have the following powers and duties:

- (a) -To adopt rules and regulations to implement this Declaration and the Association's bylaws.
- (b) To enforce this Declaration, the bylaws, its rules and regulations.
- (c) To elect officers of the Board.
- (d) To delegate its powers to committees, officers, or employees.
- (e) -To prepare a balance sheet and operating income statement for the Association and deliver a report to the membership at its annual meeting.
- (f) -To establish and collect regular assessments to defray expenses attributable to the Association's duties, to be levied against each Owner, including Developer.
- (g) -To establish and collect special assessments for capital improvements or other purposes.

- (h) -To file liens against unit owners because of nonpayment of assessments duly levied and to foreclose on those liens.
- (i) -To receive complaints regarding violations of this Declaration, the bylaws, or the rules and regulations.
- j) -To hold hearings to determine whether to discipline Owners who violate this Declaration, the bylaws, or the rules and regulations.
- (k) -To give reasonable notice to all Owners of all annual meetings of the membership and all disciplinary hearings.
- (l) To hold regular meetings of the Board at least quarterly.
- (m) -To manage and maintain all of the Common Area in a state of high quality and in good repair.
- (n) -To pay taxes and assessments that are or could become a lien on the Common Area.
- (o) -To pay the costs of any liability insurance and fire insurance on the Common Area and any liability insurance for members of the Board.

13. ASSESSMENTS

The Association shall have the power to levy an annual maintenance charge and assessment against the owner of each Lot in the Subdivision. The Association shall be generally responsible for, and shall be empowered to provide for, the health, safety and welfare of its members; the repair, maintenance, preservation, upkeep and protection of all public parkways and common areas in the Subdivision.

14. BOARD OF DIRECTORS

The affairs of the Association shall be governed by a Board of Directors composed of at least three, but not more than nine persons, to be selected by its members following the incorporation thereof, and annually thereafter, as the same may be provided for in the Bylaws of each Association.

15. MEETINGS OF THE BOARD OF DIRECTORS

The Boards of Directors of the Association shall meet as set forth in the Bylaws of the Association.

16. EASEMENT OF ENJOYMENT

Every owner of a Lot shall have a common right and easement of enjoyment in and to the Common Area, appurtenant to and to pass with the title to such owner's Lot, subject to the following:

- A. -The right of the Association to improve the Common Area, and to supervise and oversee the repair, maintenance, upkeep preservation and protection of the same. With the concurrence of at least two-thirds of the members of the Association, the Association may mortgage or place a Deed of Trust or Lien against the Common Area, in order to borrow money to provide for the improvement, and the improvement only, of the same.
- B. -The right of the Association to charge reasonable fees for the use of any facilities, excluding roadways, parkways, or access drives, located upon the Common Area.
- C. -The right of the Association to make, publish and enforce rules and regulations governing the use and enjoyment of the Common Area.

D. -The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, utility, or municipality, for such purposes and subject to such terms and conditions as may be agreed to by at least two-thirds of the members of the Association.

E. -The right of the Association to suspend the right and easement of enjoyment of any Lot-owner for any period during which any assessment made by the Association remains unpaid.

17. TITLE TO THE COMMON AREA

The Common Area shall be conveyed by the Developer to the Association no later than the date the Association ceases to have the classes of membership provided for hereinabove, and may be conveyed to the Association at such earlier time as the Developer deems proper. At the time of transfer, Common Areas shall be free and clear of all encumbrances.

18. MAINTENANCE CHARGES

Each Lot in the Subdivision, (Phase I, North of River Oaks & East of Skyline), except a Lot owned by Developer, is hereby subjected to an annual maintenance charge of five hundred dollars (\$500.00) per year, payable, annually in advance by the Owner of each Lot on the **first day of June**, being effective on June 01, 2013, 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. Fifty (50) percent of the yearly dues will go to re-imbursement of road repairs that RMP, Inc. has completed, and to create a fund for future road repairs.

Each Lot in the Subdivision, (Phase II, West of Skyline) except a Lot owned by Developer, is hereby subjected to an annual maintenance charge of Three Hundred Fifty Dollars (\$350.00) per year, payable, annually in advance by the Owner of each Lot on the **first day of June** being effective on June 01, 2013, 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. The reduced rate of Phase II is referenced to it not being a gated community, RMP, Inc. not having control of roads in Phase II, per county maintenance.

The Board of Directors shall have the power to raise the maintenance charge by an amount not to exceed ten (10) percent of the then existing maintenance charge during any fiscal year or from one fiscal year to the next. Any increase in excess of ten (10) percent shall be effective only after approval by more than fifty (50) percent of the voting members of the Association of both Phase I and Phase II.

A twenty percent (20% apr) while be applied to all late fees. Should fees not be paid, a lien may be filed against property, and will only be released upon payment in full with interest, prior to selling or building on property. These late fees will be attached on the annual billing for the property.

Payment of annual maintenance charges. The Association shall give notice to each Lot owner in the Subdivision of the amount of the annual maintenance budget, and of the amount of the annual maintenance charge for each particular Lot in the Subdivision, as soon as possible after the annual maintenance budget is adopted by the Association. The annual maintenance charge so assessed against each particular Lot shall be paid by the owner thereof on or before thirty (30) days after the notice of same if forwarded to such owner, or to his last known address on the books and records of the Association.

Factors in setting annual maintenance budget. At such time as the Association meets to establish the annual maintenance budget, it shall determine and take into account all unused funds from prior annual maintenance budgets and assessments then on hand, and shall reduce the current year's assessment by an equal to the accumulated unused funds.

19. AMENDMENT

These Restrictions and Covenants may be amended from time to time, until the 31st day of December, 2020, without consent, permission, joinder, or approval of any other person or persons subject only to review by the County of Llano hereinafter provided for, without regard to whether Developer owns any Lot or Lots in the Subdivision. Thereafter, these restrictions and Covenants may be amended only by the vote of eighty (80) percent of the owners of the Lots of the Subdivision, except owners of the Office Lots, who shall be entitled to no vote therein, with each owner of Lots other than Office Lots having the vote such owner has in the Association, as provided herein.

Notwithstanding the foregoing, any amendments or revisions to the Restrictive Covenants are to be submitted to Llano County for review and approval according to the Subdivision review process before such amendments or revisions are recorded in the Office of the County Clerk of Llano County, Texas, and before such shall become operative and binding upon the Lots and building sites in Lighthouse RMP, Inc. and the owners thereof.

20. GENERAL PROVISIONS

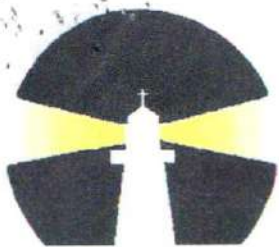
Enforcement. The Developer or the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations imposed by this Declaration. Failure to enforce any covenant or restriction shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. All waivers must be in writing and signed by the party to be bound.

Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision, and all other provisions shall remain in full force and effect.

Covenants Running With the Land. These easements, restrictions, covenants, and conditions are for the purpose of protecting the value and desirability of the Property. Consequently, they shall run with the real property and shall be binding on all parties having any right, title, or interest in the Property in whole or in part, and their heirs, successors, and assigns. These easements covenants, conditions, and restrictions shall be for the benefit of the Property, each Lot, and each Lot Owner.

Duration and Amendment. The covenants, conditions, and restrictions of this Declaration shall be effective as long as Developer owns more than twenty percent (20%) of the Lots in the Subdivision. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by a majority of the Board of Directors. Neither any amendment nor any termination shall be effective until recorded in the Official Public Records of Real Property of Llano County, Texas, and all requisite governmental approvals, if any, have been obtained.

By: Rick Howe
RICK HOWE
VICE PRESIDENT
LIGHTHOUSE RMP, INC..



*Lighthouse
Country Club*

13-06993

County Clerk of

Llano County, Texas

Amendment #1: to page 12, paragraph #19.

Attachment Exhibit A pages 1 thru 6 of additional properties that are subject to the Lighthouse Landing HOA covenants, conditions and restrictions.

Amendment #2: to Page 11 Paragraph #18

All HOA payments not paid by due date will be subject to a 20% apr on balance until payment in full is received.

Amendment #3: to Page 11 Paragraph #18

If HOA payments have not been paid in full by due date all privileges of the golf course and the restaurant will not be honored.

Reinstatement will begin once all payments are received in full.

Amendment #4: to Page 11 Paragraph #18

All HOA dues are subject for collection prior to property sales and /or change of ownership.

Rick Howe 11/26/2013
Rick Howe Date
President, Lighthouse Landing HOA

STATE OF TEXAS

COUNTY OF Llano

This instrument was acknowledged before me on the 26th day of November, 2013 by Rick Howe, President of Lighthouse Landing HOA, a Texas Corporation, on behalf of said corporation.



Coiee C. Pyle
Notary Public, State of Texas
Notary's printed name:
Coiee C. Pyle
My commission expires: 05-11-2014

After Recording Return To:
Lighthouse Landing HOA
P.O. Box 1807
Kingsland, Texas 78639

VOL. 1547 PAGE 4536

Acknowledgment by Individual

State of

TEXAS

County of

LLANO

On this 8th day of September, 20 16, before me, Amanda Akers
Name of Notary Public

the undersigned Notary Public, personally appeared

Rick Howe

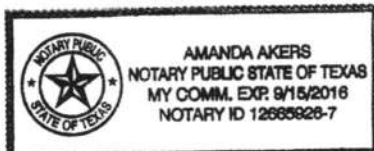
Name of Signer(s)

- ☐ Proved to me on the oath of _____
- ☐ Personally known to me _____
- ☒ Proved to me on the basis of satisfactory evidence TXDL _____

(Description of ID)

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

WITNESS my hand and official seal.



Notary Seal

Amanda Akers

(Signature of Notary Public)

My commission expires 09-15-2016

Optional: A thumbprint is only needed if state statutes require a thumbprint.

Right Thumbprint of Signer

Top of thumb here

Description of Attached Document

Type or Title of Document

Declaration of Covenants

Document Date

9-8-16

Number of Pages

10

Signer(s) Other Than Named Above _____



Scanner Enabled Stores should scan this form
Manual Submission Route to Deposit Operations

DSG5350 (Rev01-01/15)

FO01-00000DSG5350-01

VOL. 1567 PAGE 4830



Lighthouse Country Club
PO Box 1807
Kingsland, TX. 78639

STATE OF TEXAS
COUNTY OF LLANO

I hereby certify that this instrument was FILED on
the date and at the time stamped hereon by me and
was duly RECORDED in the Volume and Page of
the Official Public Records of Llano County, Texas.



Marci Hadeler

MARCI HADELER
COUNTY CLERK, LLANO CO, TEXAS

VOL. 1567 PAGE 4820-4831
RECORDED 9-8-16

FILED
AT 3:39 P
ON THE 8 DAY OF
September A.D.
2016.

MARCI HADELER
COUNTY CLERK
LLANO COUNTY, TEXAS

BY SStrain
DEPUTY

✓ 56
PD

VOL. 1567 PAGE 4831