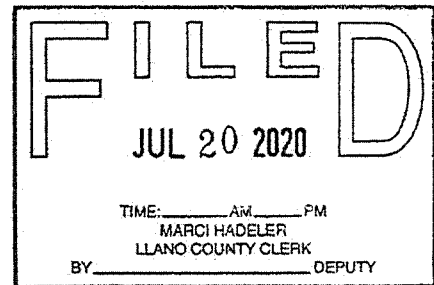


**AMENDMENT TO THE DEED RESTRICTIONS
LAKESIDE HEIGHTS, INC., A PROPERTY OWNERS ASSOCIATION
20 July 2020**

STATE OF TEXAS §
 §
COUNTY OF LLANO §

CERTIFICATION



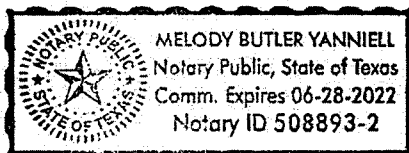
I, Linda Newell, Secretary of Lakeside Heights Property owners Association ("POA"), do hereby certify that the Board of Directors had previously filed changes to the Deed Restrictions of the POA. That seven (7) page filing with the Llano County Clerk, Llano County, Texas was recorded on the 7th day of July, A.D. 2020 as Instrument No. 20 04126, Official Public Records of Llano County, Texas.

A review of Instrument No. 20 04126 revealed a formatting error which could cause confusion. That error has been corrected and the attached amended Deed Restrictions are submitted for filing with the dedicatory instruments of Lakeside Heights, Inc., a Property Owners Association, to be effective when filed with the Office of the County Clerk, Llano County, Llano, Texas. No other changes were made to the previously filed document.

By: *Linda Newell*
Linda Newell
Secretary
Lakeside Heights, Inc.

STATE OF TEXAS §
COUNTY OF LLANO §

This instrument was acknowledged before me on this, the 20 day of July, 2020, by Linda Newell, Secretary of Lakeside Heights, Inc., A Property Owners Association.



Melody Butler Yanniell
Notary Public, State of Texas

After Recording Please Return To: ✓
Lakeside Heights POA, Attn Secretary
2834 Williams Lakeshore Drive
Kingsland, TX 78639

**LAKESIDE HEIGHTS
PROPERTY OWNER'S ASSOCIATION
DEED RESTRICTIONS
UNITS 1, 2 & 3**

As shown by map or plat of said subdivision duly recorded in the Office of the County Clerk of Llano County, Texas, in: Volume 87, Page 73, Unit 1; Volume 87, Page 347, Unit 2; and Volume 88, Page 226, Unit 3 of the Deed Records of Llano County, Texas, reference to which is hereby made.

This conveyance is subject to the following restrictions, covenants, conditions, easements and reservations, which are a part of the consideration of the execution of this deed and which shall run with and burden the title of the property hereby conveyed and shall be binding upon the Property Owners, their heirs, successors and assigns:

1. USE: Lakeside Heights is a residential community and no lot shall be used for any purpose except for single-family residential purposes. No property or lot shall be used as a street, road, or right-of-way to provide access to, or egress from, property outside of Lakeside Heights.

PROHIBITION ON SHORT TERM RENTALS: No residence, guest house or servants' quarters may be leased or rented for a period of time of less than 180 consecutive days.

CONSTRUCTION: All homes must be built on-site and must be of conventional design and construction. Metal buildings (e.g., "barndominiums") are not considered to be of conventional design and construction for a residence and are therefore not allowed as residences within Lakeside Heights. Fences must be constructed out of new, conventional fencing materials (i.e., chain link, lumber, steel, or masonry).

SIZE: No building, other than a residence for the use of one family, which contains not less than 1400 square feet, exclusive of open porches, breezeways, carports, and garages, shall be built or constructed on any lot. Servant's quarters and guest houses shall be no less than 600 square feet and may be constructed on the rear one-third of said lots after completion of a permanent residence.

ADJACENT LOTS: Property owners with two or more adjacent properties may build permissible outbuildings (garage, storage building, shop, servant's quarters, or guest house) on the lot(s) not containing the primary residence, subject to the building permit requirements in deed restriction number 4, and the setback requirements in deed restriction number 2.

NUMBER OF OUTBUILDINGS: Outbuildings (buildings other than the residence and a detached garage) are normally limited to two (2) per lot.

PARKING: Residential parking is restricted to driveways and the property owner's property.

2. No improvements shall be erected or constructed on any lot nearer than 30 feet to the front property line nor nearer than 5 feet to the side or rear property line, except that in the case of corner lots no improvements shall be erected or constructed within 10 feet of side property lines adjacent to streets. The restrictive covenants provided for in the Paragraph 2 shall not apply to lots 1, 2, 307 and 308 in Lakeside Heights Unit 1.
3. There shall be no commercial lots within Lakeside Heights. Additionally, no property shall be used for the open storage of any commercial or building materials, or equipment, whatsoever, when that storage is visible from the street or a neighbor's property. Building materials and equipment used in the construction of improvements on a lot may be stored on that lot at the time construction is

commenced and may remain there so long as construction progresses without undue delay, until the completion of improvements. Upon completion of the improvements project, all building materials and equipment must be removed from the property or stored so that it is not visible from the street or any neighbors' property. Examples of commercial or building materials and equipment include, but are not necessarily limited to: stone, brick, lumber, tile, concrete blocks, shingles, pipes, steel or other metals, fencing materials, roofing materials, demolition debris, and construction equipment not typically used on a recurring basis for personal home or property repair by a property owner in Lakeside Heights (e.g., back hoes, skid loaders/bobcats, trenchers, barges, bulldozers, maintainers/graders, excavators, front end loaders, cargo containers, and dump trucks or dump trailers).

4. No house, building or other structure shall be erected or constructed on any lot until the building plans, specifications, plot plans, and external design have been approved in writing by the Lakeside Heights Property Owner's Association (POA). A building permit is required from the Lakeside Heights, Inc. Board of Directors prior to beginning new construction or any remodeling which changes the footprint or square footage of the structure being remodeled. Building permits must be posted so that they are clearly visible from the street. The property owner is responsible for requesting, obtaining, and posting a replacement building permit if the original becomes damaged or unreadable. Beginning construction without obtaining a building permit shall result in a fine of \$1,000 a day for each day the unauthorized construction continues. The property owner is also responsible for complying with any and all licensing and/or permitting requirements which are, or may be imposed by Llano County, any applicable municipality, the Lower Colorado River Authority, and/or the State of Texas.
5. No building or structure shall be occupied or used until all plumbing and water connections are installed and operable and the exterior is completely finished with at least two coats of paint. No outside toilet shall be installed or maintained on any premises and all plumbing shall be connected with K-MUD, successor utility district or with LCRA approved septic system when KMUD is not accessible.
6. An assessment of \$22.00 per lot per year shall run against each lot in said subdivision for the maintenance and improvements of the parks, boat ramp and swimming areas. Such assessment shall be and is hereby secured by lien on each lot respectively and shall be due and payable to the Lakeside Heights Property Owner's Association, Kingsland, Texas on the 1st day of June each year, or to such other person or persons the Lakeside Heights Property Owner's Association may designate by instrument filed of record in the Office of the County Clerk of Llano County, Texas. The Lakeside Heights Property Owner's Association shall adjust said lot assessments as needed to keep up with inflation not to exceed 5% per lot per year.
7. Property owners in good standing, members of their family and guests shall have access to, and use of the parks, picnic areas and Lake Kingsland. All facilities shall be used at their own risk by all property owners in the subdivision, members of their family and guests. Property owners are responsible for ensuring that their family and guests comply with POA rules and regulations, and common safety practices. Children must be supervised by an adult at all times. Use of the boat ramp shall require the purchase of an electronic access card to be controlled by the Lakeside Heights Property Owners Association. Parking at POA facilities requires that a POA decal or dash placard be prominently displayed on the vehicle. Note: "Good standing" requires that property owners be in compliance with all deed restrictions, including being current in their dues, fines and other assessments made by the POA.
8. No noxious, offensive, unlawful, or immoral use shall be made of the parks and facilities. Lakeside Heights is a "quiet neighborhood" from 10:00pm until 7:30am each day, and excessive noise is prohibited during those hours. Excessive noise includes, but is not necessarily limited to construction work, barking dogs, noisy vehicles, and loud music.

9. **PROHIBITION OF OFFENSIVE OR COMMERCIAL USE OF PROPERTY:** No activity which may become an annoyance or nuisance to the neighborhood, which shall in any way unreasonably interfere with the quiet enjoyment of each property owner on their own property, degrade property values, or which shall detract from the aesthetic beauty of the property, shall be conducted thereon. Short term rentals of less than 180 consecutive days are not in keeping with the single-family residential nature of Lakeside Heights, are considered a commercial use of the property, and are an annoyance and nuisance to the neighborhood. Short term rentals of less than 180 consecutive days are therefore prohibited. No repair work, dismantling or assembling of boats, motor vehicles or other machinery shall be done in any driveway or adjoining street. No part of the property shall ever be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-single family residential purposes, except that a single-family residence may also be used to conduct a home occupation if the Owner has: (1) Registered the home occupation with the Property Owners Association; (2) Paid any applicable assessments or fees levied by the Property Owners Association; and, (3) The Property Owners Association issues a permit that the home occupation is in compliance with the following standards:
- (a) No more than two people will be allowed to be employed in the home occupation and at least one of those employed must be a resident of the home;
 - (b) A home occupation shall not create a significant additional vehicular or pedestrian traffic to the residence;
 - (c) No sign for the home occupation shall be displayed on the house or property;
 - (d) There shall be no visible outdoor storage or display of materials or products;
 - (e) There shall be no exterior evidence of the conduct of a home occupation;
 - (f) The conduct of any home occupation shall not reduce or render unusable areas provided for off-street parking for other residents or prevent the number of cars intended to be parked in the garage from being parked;
 - (g) There shall be no process used in the home occupation that is hazardous to public health, safety, or welfare. No toxic, explosive, radioactive, or other hazardous materials not normally used in a single-family dwelling shall be used or stored on site;
 - (h) Home occupations shall comply with all municipal, county, state, federal, and/or professional association rules, regulations, permitting and/or licensing requirements, and;
 - (i) The home occupation shall not become an annoyance or nuisance to the neighborhood, unreasonably interfere with other owners' quiet enjoyment of their own property, degrade property values, or detract from the aesthetic beauty of the property.

The Property Owners Association is authorized to promulgate rules and regulations to ensure that home-based occupations comply with the above standards and to make factual determinations regarding the impact of the home occupation on the residential character of the neighborhood. If, in the judgment of the Property Owners Association, a home occupation has a detrimental impact on the residential quality of the neighborhood or otherwise constitutes a nuisance, it is authorized to deny an application for a home business permit, or revoke the property owner's existing home occupation permit, as well as pursue any other available remedies.

NOTE: This deed restriction (#9 above) is not intended to preclude the homeowner from making repairs to her/his real or personal property.

10. No trailer, trailer house, double-wide trailer, modular home, recreational vehicle, camper, tent, or shack shall ever be used as a dwelling, temporary or permanent.
11. No shack, trailer, trailer house, double-wide trailer, modular home or tent shall be placed upon any of said property for dwelling or any other permanent purpose, except that trailers belonging to individual owners of said property may be stored upon the premises provided that they are not used for dwelling purposes.
12. All garbage, trash and unsightly rubbish shall be promptly removed and not permitted to remain on any property in Lakeside Heights. It is the property owner's responsibility to ensure occupied residences, including rental properties, have contracted for garbage pickup with a local trash pickup service. No outside incinerators will be permitted, however burning is not prohibited in a burn pile or burn barrel so long as a water source is available at the site of the fire, the fire is always attended, and the approval of the Llano County Sheriff's Department is obtained in advance. Household trash or domestic waste may not be burned at any time.
13. No inoperative vehicles shall remain parked on the premises for longer than thirty (30) days. The definition of the (30) days shall be determined by a meeting of the Lakeside Heights Board of Directors.
14. Property owners shall maintain their residence, outbuildings and lawns in a manner that does not detract from the neighborhood appearance and/or lower the property values of adjacent property owners. All lots and acreage shall be regularly maintained in order to provide reasonable efforts to reduce fire risk, prevent the spread of fires, and to reduce the opportunity for rodent or vermin infestation. Maintenance includes, but is not limited to, periodic painting, masonry repair, replacement of damaged windows and screens, roof repairs and periodic cutting of the lawn. Keeping any structure or lawn in a manner that constitutes a safety, health, or public welfare concern because of inadequate maintenance, unsanitary conditions, dilapidation, obsolescence, fire hazard, disaster damage or abandonment is considered a public nuisance and a detriment to the neighborhood. Property owners will be given thirty (30) days written notice to remove any unsightly garbage, trash, inoperative vehicles, and unsightly rubbish and/or perform needed maintenance. If the property owner does not respond to requests to remove trash and/or other rubbish, the Property Owner's Association has the option of having the property cleaned and billing the property owner for the expense and placing a lien on that property for the costs incurred in cleaning the property, and/or pursuing all available legal remedies against the property owner.
15. Property owners and/or occupants are responsible for their pets whether on or off of their property and for any obnoxious noise, odor or nuisance caused by those pets. All pets must be current with vaccinations. All pet animals must be on a leash when not restrained by a residence or fence.
16. Hunting of game animals or game birds is NOT permitted in lakeside Heights. Shooting, or other discharge of firearms is prohibited within Lakeside Heights. This prohibition against shooting in Lakeside Heights does not affect or prohibit any person from exercising their right to protect or defend themselves or another person as provided by Texas law.
17. No horses, cows, poultry, or livestock of any kind, other than domestic animals normally regarded as house pets, may be kept in Lakeside Heights. The Lakeside Heights Property Owner's Association may make exceptions on a case-by-case basis.
18. All covenants and restrictions shall be binding upon the property owner or their successors, heirs, and assigns. Said restrictions shall expire on January 1, 2050. All restrictions are for the benefit of the entire subdivision and may be enforced by any property owner.

19. Easements and restrictions of record affecting the title to the above property are subject to any and all applicable zoning rules and regulations.
20. Any violations of these deed restrictions and/or covenants may be enforced by injunctive relief and a fine of up to \$200/ per day per violation. For violations of the deed restrictions pertaining to the prohibition on short term rentals, the Board of Directors is specifically authorized to impose fines of up to \$750.00 (seven hundred fifty and no/100 dollars) for each day a violation continues.
21. Invalidation of any one of these covenants or restrictions by judgment of any Court shall in no way affect any of the other provisions, which shall remain in full force and effect.
22. AMENDMENT OF DEED RESTRICTIONS
 - (a) The deed restrictions may be amended if more than two-thirds of the voting property owners vote in favor of the amendment.
 - (b) The following procedure shall be used to amend the deed restrictions.
 - (1) Not later than the 30th day before the date a ballot for a vote under this section must be received to be counted, the property owners' association shall mail to each affected property owner a notice that includes: (i) the exact wording of the amendment; and (ii) the date by which a property owner's ballot must be received to be counted.
 - (2) The property owners' association shall pay all costs of: (i) printing and mailing the required notices and ballots; and (ii) canvassing, tabulating, and certifying the votes.
 - (3) A property owner may not cast more than one vote, regardless of the number of lots the person owns. If more than one person owns an interest in a lot, the owners may cast only one vote for that lot. A person may not vote if the person has an interest in a lot only by virtue of being a lien holder.
 - (4) A ballot cast is secret and may not be counted unless it is placed inside an unmarked envelope that is placed inside another envelope that bears the signature and printed name of the property owner casting the enclosed ballot.
 - (5) The presiding officer of the property owners' association shall appoint an election canvassing committee and a committee chairperson to canvass and count the votes and determine the outcome.
 - (6) If the amendment receives the number of votes required under Subsection (a), the election canvassing committee chairperson shall certify the result to the presiding officer of the property owners' association. The presiding officer shall file in the real property records of each county in which all or part of the subdivision is located an instrument that the procedure was adopted.
 - (7) If the amendment is not adopted, the property owners' association may not submit the same amendment to a vote under this section on or before the first anniversary of the date the date the previous ballot for a vote under this section was sent to the property owners.
23. Use of Water From Lake Kingsland – Pumping/Electrical Expenses: An additional assessment of \$315 per year shall be levied against each property owner within Lakeside Heights who removes (pumps) water from Lake Kingsland for any purpose, as well as those property owners who withdraw water from the main water pipe which moves water from Lake LBJ to Lake Kingsland. This "pumping assessment" applies only

to property owners who pump water from Lake Kingsland, including those property owners with property bordering Lake Kingsland, as well as those property owners who do not have property on Lake Kingsland but also pump water out of Lake Kingsland. The purpose of this additional assessment is to ensure that those property owners pumping water from Lake Kingsland pay for the electricity used to pump that water from Lake LBJ to Lake Kingsland. Such assessment may be secured by a lien on the lot where the property owner's primary residence is located. This additional assessment shall be due and payable to the Lakeside Heights Property Owner's Association, 2834 Williams Lakeshore Drive, Kingsland, TX 78639 on June 1st of each year. Annually the Lakeside Heights Property Owner's Association shall adjust this additional assessment as required to correct for variations in the actual cost of pumping water from Lake LBJ to Lake Kingsland, the number of property owners pumping water from Lake Kingsland, and/or other factors which directly affect the cost of pumping water from Lake LBJ to Lake Kingsland.

Cost of Water: Additionally, property owners who pump water from Lake Kingsland for irrigation or other purposes, shall pay a *pro rata* share of the pumping permit charge paid annually by the POA to the Lower Colorado River Authority to keep Lake Kingsland full. This annual assessment shall be computed based on the permit fee paid by the POA (based on the amount of water withdrawn from Lake LBJ) and the number of property owners who withdraw water from Lake Kingsland. This additional assessment shall be due and payable to the Lakeside Heights Property Owner's Association, 2834 Williams Lakeshore Drive, Kingsland, TX 78639 on June 1st of each year. This assessment may also be secured by a lien on the lot where the property owner's primary residence is located

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantees and the heirs, successors and assigns of the Grantees forever. The Granter hereby binds itself and its successors to **WARRANT and FOREVER DEFEND** all and singular the said premises subject to the reservations, easements, restrictions and covenants above referred to, unto the Grantees and unto the heirs, successors, assigns and legal representatives of the Grantees against every person whomsoever lawfully claiming or to claim the same or any part thereof.

STATE OF TEXAS
COUNTY OF LLANO

FILED AND RECORDED AT _____ O'CLOCK ____ M. ON
THE 20 DAY OF JULY A.D. 2020.

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 Official Public Records of Llano County, Texas.

INSTRUMENT NO:



COUNTY CLERK, LLANO CO., TEXAS

BY Mari Hadel DEPUTY

NO OF PAGES: 7