

AFTER RECORDING RETURN TO:
BAIRD, CREWS, SCHILLER & WHITAKER, P.C.
15 North Main Street
Temple, Texas 76501

**FIRST AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
MPR RANCHO DEL LAGO HOMEOWNERS' ASSOCIATION
A SUBDIVISION IN THE CITY OF MORGAN'S POINT RESORT, BELL COUNTY, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF BELL §

QUADRUPLE BOGEY DEVELOPMENT, INC., a Texas corporation is the Declarant under that certain Declaration of Covenants, Conditions and Restrictions of MPR Rancho del Lago Homeowners' Association duly recorded as Document Number 2017-00027123, Official Public Records of Real Property of Bell County, Texas (the "Declaration") covering

- Lots One through Fifteen (1-15), inclusive Block Two (2);
- Lots One through Seven (1-7), inclusive Block Three (3);
- Lots One through Seven (1-7), inclusive Block Four (4);
- Lots One through Seven (1-7), inclusive Block Five (5);
- Lots One through Eighteen (1-18), inclusive Block Six (6);
- Lots One through Eight (1-8), inclusive Block Seven (7); and
- Tract A and Tract B

All in the Final Plat of Rancho Del Lago, Filed in Plat Year 2016, Plat # 39, Plat Records of Bell County, Texas (collectively, the "Property" and the "Subdivision").

Pursuant to Article XVII *Amendment and Annexation* in the Declaration, Declarant has the right to file an amendment to the Declaration, or any other Restrictive Covenant that may be filed, for any reason, without the necessity of joinder by any other Owner, at any time during the Development Period.

This 'First Amendment of Declaration of Covenants, Conditions and Restrictions of MPR Rancho del Lago Homeowners' Association' (the "First Amendment") amends and supplements the Declaration as follows, to-wit:

1. Article IV *Architectural Review* is deleted, in its entirety, and replaced with the following language:

**ARTICLE IV
ARCHITECTURAL REVIEW**

In order to protect the overall integrity of the development of the Subdivision as well as the value of improvements of all Owners, a committee of representatives designated as the Architectural Review Committee (the "ARC") is established to carry out all duties as noted in this Declaration. The ARC will have full authority to approve and disapprove; change, modify or waive; and ultimately control all construction, development, landscaping, and improvement activities of any kind (including, without limitation, structures, buildings, landscaping, building materials, the placement of the improvements, and removal of trees) within the Subdivision. The ARC will require that all improvements are constructed in a good and workman-like manner and in accordance with standard industry trade practices. The ARC will further require that all improvements and landscaping are architecturally, aesthetically, and ecologically designed to be compatible with Declarant's conceptual plan for the overall Subdivision, is in compliance with the Restrictive Covenants, and/or is decided by the ARC.

The ARC may prescribe Builder Guidelines as they may be expanded, amended or otherwise modified. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of the Owner's Lot may be affected by this provision and that the Builder Guidelines may change from time to time. The ARC has the authority to enforce the Builder Guidelines by all appropriate means, including but not limited to the imposition of fines, subject to the review of the Board, if notice and an opportunity to be heard are given, and a Member found to have violated the Builder Guidelines will be liable to the Association for all damages and costs, including reasonable attorney's fees. The Board will have the authority to enforce the Builder Guidelines in accordance with this provision in the event the ARC fails to enforce the Builder Guidelines.

No building, structure, fence, structure, accessory building, outbuilding, addition, modification, or construction of any kind will be erected, placed, constructed, maintained, modified, redecorated, or altered; nor will any tree or natural feature be removed, until a complete set of plans and specifications and other reasonably requested information (the "Plans and Specifications") have been formally submitted to the ARC with a written request for approval and the ARC's written approval received. Plans and Specifications which are submitted may contain and include, but not necessarily be limited to the following information: nature, kind, shape, height, and location of the Residence and improvements; floor plans, including square footage, roof pitch, percentage of exterior finish materials, and finished floor and ground elevations; exterior elevations for any building, fence or other structure; a plat or site plan showing easements and the location of any building, fence or other structure (including location of landscaping, light poles and curb cuts, if applicable); exterior lighting and location; samples of exterior finish materials and color samples; landscaping plans; and any other plans, specifications or information deemed pertinent by the ARC or Declarant.

The ARC will review all Plans and Specifications submitted in accordance with the procedures described in this Article for compliance with all the requirements of this covenant and for the compatibility of any improvements or landscaping changes with the architectural, aesthetic, and ecological goals of the Subdivision and Declarant. It is the intent that all improvements will be compatible with all other improvements in the Subdivision and that they will be in harmony with their natural surroundings. The ARC will have full right and authority to utilize its sole discretion in approving or disapproving any Plans and Specifications that are submitted. It is the intent of the ARC to prevent unusual, radical, curious, odd, bizarre, peculiar, or irregular structures from being built within the Subdivision; and to further prevent the removal of trees and other natural features deemed valuable to the Subdivision and neighbors.

The ARC may disapprove the construction or design of any improvement, or removal of any tree or improvement, on purely aesthetic grounds where, in its sole judgment, such disapproval is required to protect the continuity of design or value of the Subdivision, or to preserve the serenity and natural beauty of any surroundings. Prior approvals or disapprovals of the ARC pertaining to any improvement or activity or regarding matters of design or aesthetics will not be deemed binding upon the ARC for later requests for approval if the ARC feels that the repetition of such matters will have an adverse effect on the Subdivision. The ARC will have the express power to construe and interpret any covenant that may be capable of more than one construction.

During reasonable hours, members of the ARC, any member of the Board, or any authorized representative of any of them, will have the right to enter upon and inspect any Lot and the improvement or structure for the purpose of ascertaining whether or not the provisions of the Declaration have been or are being complied with, and said persons will not be deemed guilty of trespass by reason of such entry.

The ARC will have the authority to employ professional consultants or architects at the expense of the Association to assist it in performance of its duties, including but not limited to the review of all plans, specifications and other information which are submitted for compliance. The decision of the ARC will be final, conclusive and binding upon the applicant. The ARC members will not be entitled to any compensation for any services rendered pursuant to this covenant, other than as provided in the Bylaws.

Members of the ARC will not be liable to any person subject to, possessing, or claiming any benefits of this Declaration.

The number of and initial ARC members will be decided by Declarant, which number will be a minimum of two (2). During the Declarant Control Period, in the event of the death or resignation of any member of the ARC, Declarant will have full power and authority to appoint a successor ARC member or members, chosen in its sole discretion, with like authority. At the termination of the Declarant Control Period, the Board of Directors will appoint any successor members of the ARC.

Procedures for Approval: A complete copy of the final Plans and Specifications will be submitted in duplicate, with a written request for approval, by direct delivery or by certified mail to the ARC. Such Plans and Specifications must be submitted at least 30 days prior to the proposed construction of improvements or landscaping. The Plans and Specifications will be considered submitted and all timeframes set forth in this Article will begin as of the date the ARC signs a certified mail receipt or a delivery receipt (the "Date of Submission").

At such time as the Plans and Specifications meet the approval of the ARC, the ARC will send written authorization to proceed and will retain one set of the Plans and Specifications for its file and future reference. If disapproved by the ARC, the Plans and Specifications will be returned to the submitting party marked "Disapproved" and will be accompanied by a statement of the reasons for disapproval, which statement will be signed by a representative of the ARC. Compliance by the ARC and its response to the Plans and Specifications will be based upon the date the ARC's notice of approval or disapproval is mailed (postmark of certified mail receipt) or delivered (signed delivery receipt) and will not be based upon the date the submitting party actually receives such notice of approval or disapproval. Any modification of the approved set of Plans and Specifications must be resubmitted to the ARC for its approval. The ARC's approval or disapproval will be in writing. In no event will the ARC give verbal approval of any Plans and Specifications.

If the ARC fails to approve or disapprove properly submitted Plans and Specifications within 30 days after the Date of Submission, written approval of the matters submitted will not be required and compliance with this Article and this Declaration will be deemed to have been completed. In the case of a dispute about whether the ARC responded within the required time period, the person submitting the Plans and Specifications will have the burden of establishing that the ARC received the Plans and Specifications but failed to respond. The ARC's receipt of the Plans and Specifications may be established by a signed certified mail receipt or by a signed delivery receipt.

Notwithstanding the foregoing, all plans for construction of initial improvements constructed by CAROTHERS EXECUTIVE HOMES, LTD, a Texas limited partnership are deemed approved, unless specifically disapproved by the ARC.

Procedures for Request for Variance: In the event a variance is requested, Owner or its builder or a Builder Member must submit to the ARC, in duplicate:

- (a) A complete copy of the final Plans and Specifications, together with any supporting materials and a survey showing the encroachment across or into any setback line or easement, or other basis or grounds for the variance request;
- (b) A written request for the variance; and
- (c) Contact information for the Owner and, if applicable, its builder or the Builder Member.

The request for a variance may be by direct delivery or by certified mail to the ARC. The ARC will send its written decision to the Owner or its builder or the Builder Member within 30

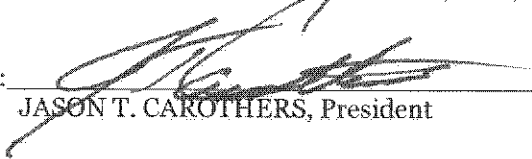
days of the ARC's receipt of a request for a variance. If a request for a variance is made prior to the construction of improvements and such variance is granted, the ARC's approval will be conditional and preliminary until all improvements are constructed. Upon final completion of the improvements, the Owner or its builder or the Builder Member must submit to the ARC, in duplicate, an "as built" survey, reflecting the location of all improvements and the encroachment or subject of the variance. The "as built" survey may be submitted to the ARC by direct delivery or by certified mail. The ARC will send its written decision to the Owner or its builder or the Builder Member within 15 days of the ARC's receipt of the "as built" survey. Final ARC approval and granting of the variance will not be given until the ARC receives the final submissions. In the event the encroachment or subject of the variance differs from and exceeds the original request for a variance, the Owner will be subject to a fine. Any fine assessed by the ARC must be paid in full before the ARC approves the request and grants the requested variance.

2. Capitalized words not otherwise defined in this First Amendment will have the same meanings given to them in the Declaration.

3. Except as specifically modified hereby, all other terms, conditions, easements, restrictions and covenants contained in the Declaration remain unchanged and will remain in full force and effect.

Declarant:

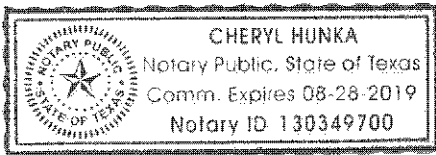
QUADRUPLE BOGEY DEVELOPMENT, INC., a Texas corporation

By: 
JASON T. CAROTHERS, President

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on March 7, 2018,
by JASON T. CAROTHERS, in his capacity as President of QUADRUPLE BOGEY DEVELOPMENT, INC.,
a Texas corporation, on behalf of such corporation.




NOTARY PUBLIC

PREPARED IN THE LAW OFFICE OF:
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**** Electronically Filed Document ****

**Bell County, Tx
Shelley Coston
County Clerk**

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Parties:

Direct- QUADRUPLE BOGEY DEVELOPMENT INC

Indirect- MPR RANCHO DEL LAGO HOA

Receipt Number: 328790

Processed By: Makylea Harr

(Parties listed above are for Clerks reference only)

***** **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.



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Real Property Records in Bell County, Texas

**Shelley Coston
Bell County Clerk**

A handwritten signature in black ink that reads "Shelley Coston".