



Dana DeBeauvoir

Dana DeBeauvoir, County Clerk
Travis County, Texas

Sep 22, 2021 08:37 AM Fee: \$54.00

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Electronically Recorded

AMENDMENT TO
PARK AT BLACKHAWK AND LAKESIDE AT BLACKHAWK
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This Amendment to Park at Blackhawk and Lakeside at Blackhawk Master Declaration of Covenants, Conditions and Restrictions is made effective as of the date set forth below by Robert M. Tiemann ("Declarant"), and is as follows:

Recitals

WHEREAS, the Park at Blackhawk and Lakeside at Blackhawk Master Declaration of Covenants, Conditions and Restrictions, dated January 4, 2002, was recorded in Document No. 2002010202 of the Official Public Records of Travis County, Texas, and recorded as Document No. 2018047097, Official Public Records of Williamson County, Texas, and has been amended and supplemented by Document Nos. 2002132073, 2003252884, 2004062669, 2004106271, 2004106272, 2004218957, 2005201915, 2005201916, 2006034399, 2006041332, 2007034519, 2007122316, 2007127020, 2007147291, 2007189447, 2007205846, 2008106917, 2009137907, 2010123601, 2012081425, 2012147857, 2012149085, 2012149475, 2013028887, 2014150096, 2014150097, 2015007849, 2015028810, 2015030642, 2015032137, 2015112298, 2016119013, 2017105162, 2017177180, 2017177181, 2018008128, 2018171895, 2018172338, 2018172341, 2019030353, 2019051271, 2019106058, 2019156857, 2019176118, 2020032039, 2020092420, and 2020108398, Official Public Records, Travis County, Texas; and as recorded in Document Nos. 2018004871, 2018047009, 2018047095, 2018047096, 2018047098, 2018047099, 2018047100, 2018047101, 20180470102, 2018047104, 2018047106, 2018047107, 2018047108, 2018047111, 2018096430, 2019030353, 2019031063, 2019064693, 2020059270, 2020019835, 2020069248, and 2020069567, Official Public Records, Williamson County, Texas (together with any additional amendments and supplements filed of record, collectively the "Declaration").

WHEREAS, RH of Texas Limited Partnership ("RHTLP"), a Maryland limited partnership, no longer owns any portion of the property described on Exhibit A or Exhibit B of the Declaration and pursuant to Section 9.3(A) of the Declaration, accordingly, the consent of RHTLP to this Amendment is not required.

WHEREAS, Declarant has authority to unilaterally amend the Declaration pursuant to Section 9.3(A) of the Declaration, and Declarant desires to effectuate the amendment contained herein.

WHEREAS, Declarant desires to amend various sections of the Declaration.

THEREFORE, the Declaration is hereby AMENDED as follows:

1. Section 3.5 Roofing Materials is amended and restated as follows:

3.5 Roofing Materials Roofing materials used on residential structures must be (i) architectural asphalt composition shingles rated at least 215 pounds per square, (ii) standing seam metal roofing, (iii) composite shingles with at least a thirty (30) year warranty, or (iv) any materials approved in writing by the Architectural Review Committee, provided that the Architectural Review Committee shall only approve roofing materials which are of high grade and quality and which are consistent with the exterior design, color, and appearance of other Improvements within the Property.

Any use of metal roofing materials must conform with the following requirements:

- i) Installations must comply with all applicable building codes at the time of the installation and/or replacement.
- ii) Roofs must be a standing seam type roof of at least 24 gauge steel, snap lock, or double lock panel.
- iii) No screw down panels or exposed fasteners are allowed.
- iv) Roof color shall be of similar shade and design as the standard asphalt shingle roof and as such the roof color shall be muted, unobtrusive, non-reflective, and should blend in with the overall architectural design of the community.
- v) No metallic, copper, white, silver, or shade thereof, nor any excessively bright colors as determined by the Architectural Review Committee will be approved.
- vi) No corrugated (galvanized or otherwise) metal or other corrugated materials, such as those used on sheds or lean-tos, shall be approved for use on the main body of the house or any porch areas.
- vii) A sample color and panel design must be provided to the Architectural Review Committee for review and approval prior to installation and/or replacement.

2. Section 3.36 Sidewalks is amended and restated as follows:

3.36 Sidewalks Each Owner of a Lot must build or cause to be built on such Owner's Lot, in a location designated by the Architectural Review Committee, a concrete sidewalk complying with the specifications set forth in the applicable plat and the documents in conjunction with and at the time of construction of the residence constructed on such Lot. Sidewalks shall extend from Lot line to Lot line and shall follow the pattern of the incoming sidewalks (as proposed or built) on adjacent Lots. Placement of sidewalks in public rights-of-way around the terminus of cul-de-sac shall follow the pattern of the incoming sidewalk (as proposed or built) on adjacent Lots and shall be placed four feet (4')

from the curb line so as to insure a continuous walk around the terminus. Owners of corner Lots shall install such sidewalks parallel to the front Lot line and the side street Lot line. If not otherwise provided, Owners of corner Lots shall extend the sidewalks to terminus at and with the street curb in accordance with all applicable governmental regulations respecting sidewalk construction and/or specifications. Any public utility easements provided along front and side Lot lines may be used for the construction of sidewalks with the prior written approval of the Architectural Review Committee and of any utility companies furnishing utility service through such easements. Each Owner of a Lot located in Williamson County shall be responsible for the maintenance and repair of the sidewalk adjacent to such Owner's Lot after construction, and shall maintain such portion of the sidewalk in a good condition of repair.

3. Section 3.35 Rentals is amended as follows:

3.35 Rentals No portion of any Lot and no Improvement may be used as an apartment house, flat, lodging house, hotel, bed and breakfast lodge, timeshare, short-term rental, or any similar purpose, but the primary residence constructed on a Lot may be leased for residential purposes; provided that all rentals must be for terms of at least six (6) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Park at Blackhawk and Lakeside at Blackhawk Restrictions. Notice of any lease, together with an email address and phone number of any Residents and such additional information as may be required by the Board, shall be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease. All leases must be for the entire residence. Regardless of whether or not expressed in the applicable lease, all Owners shall be jointly and severally liable with the tenants of such Lot to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for any injury or damage to property caused by the negligence of the tenant of such Lot or for the acts or omissions of the tenant(s) of such Lot which constitute a violation of, or non-compliance with, the provisions of the Park at Blackhawk and Lakeside at Blackhawk Restrictions. All leases shall comply with and be subject to the provisions of the Park at Blackhawk and Lakeside at Blackhawk Restrictions and the provisions of same shall be deemed expressly incorporated into any lease of a Lot. This Section shall also apply to assignments and renewals of leases. This Section 3.35 may not be amended or modified without Declarant's written and acknowledged consent.

Executed to be effective as of September 14, 2021.



Robert M. Tiemann, Declarant

ACKNOWLEDGEMENT

STATE OF TEXAS

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COUNTY OF TRAVIS



This instrument was acknowledged before me on the 14 day of September 2021,
by Robert M. Tiemann.

A handwritten signature in black ink, appearing to be "Cadenhead", written over a horizontal line.

Notary Public Signature

CONSENT AND JOINDER OF LOT OWNER

The undersigned owner of the land proposed to be developed as the Park at Blackhawk IV, Section 9 subdivision hereby consents to and joins in the foregoing Amendment.

FELDER MHI-BLACKHAWK, LLC

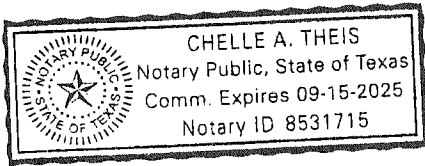
By: Scott Felder Homes, LLC, a Texas limited liability company, Member

By: *SAK*
Steven A. Krasoff, President and Chief Executive Officer

ACKNOWLEDGEMENT

STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument was acknowledged before me on September 17, 2021, by Steven A. Krasoff, President and Chief Executive Officer of Scott Felder Homes, LLC, a Texas limited liability company, Member of Felder MHI-Blackhawk, LLC, a Texas limited liability company, on behalf of said companies.



Chelle A. Theis
Notary Public, State of Texas

FELDER MHI-BLACKHAWK, LLC

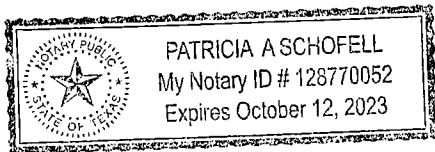
By: MHI Partnership, Ltd, a Texas limited partnership, Member

By: [Signature]
Name: Alex Daididakis
Title: Region President

ACKNOWLEDGEMENT

STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument was acknowledged before me on SEPT 17, 2021, by ALEX DADIDAKIS, REGION PRESIDENT of McGuyer Homebuilders Inc., a Texas corporation, General Partner of MHI Partnership, Ltd., a Texas limited partnership, Member of Felder MHI-Blackhawk, LLC, a Texas limited liability company, on behalf of said corporation, partnership, and company.



[Signature]
Notary Public, State of Texas

CONSENT AND JOINDER OF LOT OWNER

The undersigned owner of the land proposed to be developed as the Ridge at Blackhawk Phase I, Sections 1 and 2 subdivision hereby consents to and joins in the foregoing Amendment.

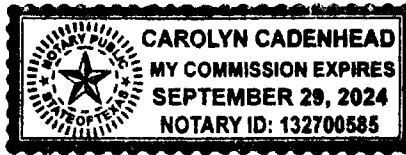
RABH 12, LLC

By: Tiemann Land and Cattle Development, Inc., Manager

By: Matthew R. Tiemann
Matthew R. Tiemann, President

ACKNOWLEDGEMENT

STATE OF TEXAS §
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COUNTY OF TRAVIS §



This instrument was acknowledged before me on September 14, 2021, by Matthew R. Tiemann, President of Tiemann Land and Cattle Development, Inc., a Texas corporation, Manager on behalf of RABH 12, LLC, a Texas limited liability company.

Carolyn Cadenhead
Notary Public, State of Texas

CONSENT AND JOINDER OF LOT OWNER

The undersigned owner of vacant lots in the Park at Blackhawk IV, Phase 2 hereby consents to and joins in the foregoing Amendment.

PARK 63, LLC

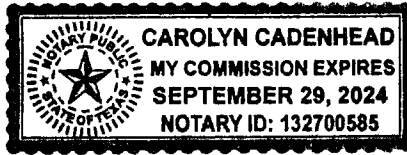
By: Tiemann Land and Cattle Development, Inc., Manager

By: *Matthew R. Tiemann*
Matthew R. Tiemann, President

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

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This instrument was acknowledged before me on September 14, 2021, by Matthew R. Tiemann, President of Tiemann Land and Cattle Development, Inc., a Texas corporation, manager on behalf of Park 63, LLC, a Texas limited liability company.

Carolyn Cadenhead
Notary Public, State of Texas