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FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITION AND RESTRICTIONS
ALTO LAGO AT CORDOVA ON CANYON LAKE
(ALTO LAGO, UNIT 1)
COMAL COUNTY, TEXAS

WHEREAS, ALTO LAGO AT CORDOVA, LLC, a Texas limited liability company purchased and developed the subdivision now known as ALTO LAGO AT CORDOVA ON CANYON LAKE (“Developer”); and,

WHEREAS, the plat of Alto Lago, Unit 1 is recorded under Clerk’s Document No. 201606049273 in the Official Public Records of Comal County, Texas (the “Plat”); and,

WHEREAS, Alto Lago at Cordova, LLC imposed certain restrictive covenants and conditions upon Alto Lago, Unit 1, which covenants and conditions are recorded under Clerk’s Document No. 201606049274 in the Official Public Records of Comal County, Texas (“Restrictions”); and,

WHEREAS, Alto Lago at Cordova, LLC reserved unto itself in Section 8.3 (A) of the Restrictions, the right to amend said Restrictions until January 1, 2025 or until Alto Lago at Cordova, LLC shall have transferred control of and over the Association and its functions and the Architectural Committee to the Association, whichever occurs last; and,

WHEREAS, neither control of and over the Association and its functions nor of the Architectural Committee have been transferred and the date of January 1, 2025 has not passed; and,

WHEREAS, Developer desires to amend Sections 1.2, 2.1, 5.1, 5.2, 5.3, 5.5, 5.6, 5.7, 5.9, 5.10, 5.11, and 5.12 of the Restrictions and add Sections 5.13 and 8.11 to all Restrictions.,

NOW THEREFORE, premises considered, Developer does hereby amend the Declaration as follows:

A. **Section 1.2, Architectural Control Committee** of the Restrictions is hereby amended to read as follows:

1.2 **Architectural Control Committee.** “Architectural Control Committee” shall mean one or more committees created pursuant to this Declaration and the Bylaws to review and approve plans for the construction of Improvements upon the Property. As used herein and prior to the Control Transfer Date (defined below), a reference to “Architectural Control Committee” or “Committee” for Lots in Cordova Bend Units One, One-R and Two, except Lot 28APR, Cordova Bend at Canyon Lake, Unit One, as more fully set out in a vacate and replat of Lots 27 and 28AP recorded under Clerk’s Document No. 201606029909 (hereinafter “Lot 28APR”), shall mean the Cordova Bend Architectural Control Committee. As used herein and before the Control Transfer Date (as defined

below), a reference to “Architectural Control Committee” or “Committee” for Lots in Alto Lago Unit 1 and Lot 28APR, shall mean the Alto Lago Architectural Control Committee. After the Control Transfer Date, the Cordova Bend Architectural Control Committee and the Alto Lago Architectural Control Committee shall merge and be referred to as the “Architectural Control Committee” or the “Committee”.

B. Section 2.1, Phased Subdivision, Section (A) Incorporation and Withdrawal of the Restrictions is hereby amended to read as follows:

2.1 Phased Subdivision.

(A) Incorporation and Withdrawal. The Declarant, its successors and assigns, shall have the right at any time prior to the Effective Date hereof to (i) annex or incorporate within the scheme of this Declaration Phases in addition to Cordova Bend at Canyon Lake, Unit One, Cordova Bend at Canyon Lake, Unit One-R, Cordova Bend at Canyon Lake, Unit Two and Alto Lago, Unit 1 (a) following the acquisition of such property, or (b) with the consent of the record owner of other properties: or (ii) withdraw any property from the Subdivision or from the terms and conditions of the restrictions. Such Annexation and withdrawal of property shall occur without the consent or approval of any third party including the Owners of any Lots. Except for utility lots or areas, which the Declarant may annex so long as Declarant owns any lot in any unit of Cordova Bend at Canyon Lake or Alto Lago, Unit 1, after the Effective Date hereof, annexation and withdrawal of property may only occur with the unanimous consent of the Cordova Bend Property Owners Association Board of Directors.

C. Section 3.15, Garbage and Propane Storage, Second Paragraph of the Restriction is hereby amended to read as follows:

A Lot Owner may have natural gas or propane but any tank must be no less than twenty feet from any property line and buried beneath the surface of the ground.

D. Section 5.1, Approval of Plans and Specifications of the Restrictions is hereby amended to read as follows:

5.1 Approval of Plans and Specifications. No Improvement shall be commenced, erected, constructed, placed or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein be made until the Plans and Specifications thereof shall have been submitted and approved by the Architectural Control Committee having jurisdiction over the Lot in accordance herewith.

E. Section 5.2, Membership of Architectural Control Committee of the Restrictions is hereby amended to read as follows:

5.2 Membership of Architectural Control Committee. There shall be two Architectural Control Committees until the Control Transfer Date (defined below), each of which shall consist of not less than three (3) nor more than seven (7) voting members ("Voting Members") and such additional nonvoting members serving in an advisory capacity as Declarant or its successors or assigns deems appropriate. One Architectural Control Committee shall take all action required herein for Cordova Bend at Canyon Lake, Units One, One-R and Two, LESS, SAVE AND EXCEPT Lot 28APR and shall be referred to as the Cordova Bend Architectural Control Committee. The other Architectural Control Committee shall take all action required herein for Alto Lago Unit 1 and Lot 28APR and shall be referred to as the Alto Lago Architectural Control Committee.

F. **Section 5.3, Actions of the Architectural Control Committee** of the Restrictions is hereby amended to read as follows:

5.3 Actions of the Architectural Control Committee. Either or both of the Cordova Bend Architectural Control Committee and the Alto Lago Architectural Control Committee may, by resolution, unanimously adopted in writing, designate one or two (2) of its members as an agent acting on its behalf to take any action or perform any duties for and on behalf of such Architectural Control Committee. In the absence of such designation, the vote of a majority of all the members of the Cordova Bend Architectural Control Committee or the Alto Lago Architectural Control Committee, as the case may be, taken without a meeting shall constitute an act of such Architectural Control Committee. Each Architectural Control Committee shall keep written records of all votes taken on acts of the Committee.

G. **Section 5.5, Term** of the Restrictions is hereby amended to read as follows:

5.5 Term. On the earlier of the annual meeting of the members held in 2022 or at such time as 100% of the Lots in Alto Lago, Unit 1 and Lot 28APR are conveyed by Declarant (from time to time hereafter referred to as the "Control Transfer Date"), the Declarant shall cause an instrument transferring control of the Association and its functions and control over the Alto Lago Architectural Control Committee to be placed of record in the Official Public Records of Comal County, Texas. Such instrument shall include the Control Transfer Date and shall transfer control of the Alto Lago Architectural Control Committee to the Cordova Architectural Control Committee merging the two into one Architectural Control Committee consisting of Lot Owners.

Developer shall have and exercise sole control of and over the Association and its functions and the Alto Lago Architectural Control Committee until control thereof shall have been transferred to the Association as provided above and in the Bylaws. Thereafter, annually, the members of the Association shall elect

members of the Board of Directors and the Architectural Control Committee as set forth in the Bylaws. Additionally, the Declarant shall have the right to discontinue the exercise of the architectural control privileges and/or arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to such effect in the Official Public Records of Comal County, Texas.

H. **Section 5.6, Adoption of Rules** of the Restrictions is hereby amended to read as follows:

5.6 **Adoption of Rules.** Each Architectural Control Committee may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties, including but not limited to, a building code, a fire code, a housing code and other similar codes as it may deem necessary and desirable.

I. **Section 5.7, Review of Proposed Construction** of the Restrictions is hereby amended to read as follows:

5.7 **Review of Proposed Construction.** Whenever in this Declaration, or in any Supplemental Declaration, the approval of an Architectural Control Committee is required, it shall consider all of the Plans and Specifications of the Improvement or proposal in question and all other relevant facts and information and may require an Owner to provide such other information as is relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specification therefor shall be submitted to the appropriate Architectural Control Committee, being the Cordova Architectural Control Committee for Cordova Bend at Canyon Lake Units One, One-R and Two, less, save and except Lot 28APR and being the Alto Lago Architectural Control Committee for Alto Lago, Unit 1 together with Lot 28APR, prior to the Control Transfer Date and the combined Architectural Control Committee after the Control Transfer Date. Construction of the Improvements set forth on such Plans and Specifications shall not commence unless and until approved by the appropriate Architectural Control Committee in writing. The appropriate Architectural Control Committee shall approve or disapprove any plans in accordance with these Restrictions within thirty days from the date of the submission of such plans. Such Architectural Control Committee may postpone review of the Plans and Specifications until such time as it has received all requested and necessary information so long as such Architectural Control Committee requests the information within thirty days from the submission of the plans and specifications. If such Architectural Control Committee has not issued its approval or disapproval within thirty days from the date all information is received, the plans and specifications shall be deemed approved. The appropriate Architectural Control Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this

Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Control Committee. No Architectural Control Committee shall be responsible for reviewing or approving any proposed Improvements, nor shall its approval of any Plans and Specifications be deemed approval thereof from the standpoint of structural safety, engineering, soundness or conformance with building or other codes.

Simultaneously with the submission of any plans and specifications, the Builder or Owner of the Lot shall pay a \$3,000.00 construction deposit to the Association. This deposit shall be to guarantee that the Owner of the Lot, as well as any Contractor or subcontractor, adheres to the provisions of this Declaration. If the Committee or the Association must remedy a violation, the cost of such remedy shall be charged against these funds. This provision does not limit any other relief to which the Association or Committee is entitled under this Declaration, at law or in equity or limit the amount of damages for which the Owner is liable. If, upon the completion of the dwelling and all landscaping, the covenants have been complied with, the deposit (or any amount not used for remedying a violation) shall be returned to the person or entity which deposited the funds. No interest shall accrue on such funds.

J. **Section 5.9, Variances** of the Restrictions is hereby amended to read as follows:

5.9 **Variances.** The Architectural Control Committee with jurisdiction over the Lot, may, on a case by case basis, authorize variances from compliance with any of the provisions of either (i) this Declaration, or (ii) the minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer or the Committee. Such variance must be evidenced in writing and shall become effective when signed by at least a majority of the members of the applicable Architectural Control Committee. If any such variances are granted, no violation of the provisions of this Declaration shall be deemed to have occurred with respect to the matter for which the variance is granted; provided, however, that the granting of a variance shall not operate to waive any of the provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall the granting of any variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the property concerned and the Plat.

K. **Section 5.10, No Waiver of Future Approvals** of the Restrictions is hereby amended to read as follows:

5.10 **No Waiver of Future Approvals.** The approval or consent of the Architectural Control Committee to any Plans or Specifications for any work done or proposed in connection with any other matter requiring the approval or

consent of the Architectural Control Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans and Specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

- L. **Section 5.11, Work in Progress** of the Restrictions is hereby amended to read as follows:

5.11 **Work in Progress.** The Architectural Control Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications over the Lots in its jurisdiction.

- M. **Section 5.12, Certificate of Compliance** of the Restrictions is hereby amended to read as follows:

5.12 **Certificate of Compliance.** Upon completion of any Improvement approved by the applicable Architectural Control Committee and upon written request by the Owner of the Lot, the applicable Architectural Control Committee shall issue a Certificate of Compliance in a form suitable for recordation. The Certificate shall identify the Lot and the Improvements, the use or uses to be conducted thereon, and the Plans and Specifications on file with the Architectural Control Committee pursuant to which the Improvements were made and shall specify that the Improvements comply with the approved Plans and Specifications. The Certificate shall not be construed to certify the acceptability, sufficiency or approval of the improvements by any Architectural Control Committee, either structurally or in conformance with any code or standard, or otherwise, or that the Committee actually reviewed or considered the Improvements or the workmanship or material used therein.

The Owner is specifically hereby notified that the Certificate in no way warrants the sufficiency, acceptability or approval by any Architectural Control Committee of the construction workmanship, material and or equipment of the Improvements. Preparation and recordation of such a Certificate shall be at the expense of the Owner of the improved Lot.

- N. **Section 5.13, Approval of Contractor** is hereby added to the Restrictions as follows:

5.13 **Approval of Contractor.** In order to ensure quality construction within the Subdivision, the Owner must submit in writing the name of Owner's proposed primary Contractor, together with a minimum of three references (including a banking reference and two references of people for whom the Contractor has built a home in the last two years) for approval, prior to the commencement of any construction if requested by Developer or the applicable Architectural Control Committee. Unless otherwise agreed to by the applicable Architectural Control Committee, no Contractor who has been in business for

less than two years and/or who has not built a dwelling within the immediately preceding two years will be approved. The applicable Architectural Control Committee shall either approve or disapprove such contractor within thirty days of receipt of such notice. By giving approval, such Architectural Control Committee makes no guarantees or representations of the performance of the approved contractor.

The Developer reserves the right to approve the builders of speculative home and limit the number of speculative homes built in the subdivision for so long as the Developer owns a lot in any unit of Cordova Bend at Canyon Lake, Unit One, Cordova Bend at Canyon Lake, Unit One-R, Cordova Bend at Canyon Lake, Unit Two or Alto Lago, Unit 1.

O. **Section 8.3, Amendment, Subsection (B) By Owners**, is hereby amended to read as follows:

(B) **By Owners.** In addition to the method in Section 8.3(A), after the later of January 1, 2011 or the Control Transfer Date, this Declaration may be amended by recording in the Official Public Records of Comal County, Texas, an instrument approved and executed and acknowledged by the President and Secretary of the Association, setting forth the amendment and certifying that such amendment has been approved by Owners entitled to cast at least fifty percent (50%) of the number of votes to be cast pursuant to Section 4.2 hereof.

P. The following Section 8.11 is hereby added to the Restrictions:

No later than the Association's annual meeting in 2022 or the Control Transfer Date, whichever is earlier, Declarant shall execute a document transferring Declarant's rights which are currently set out in the Restrictions, as amended. Such document shall not transfer Declarant's rights to use the reserved easement, as modified, set out in the Deed recorded under Clerk's Document No. 201806001585, recorded in the Official Public Records of Comal County, Texas and shall reserve Declarant's rights to access through the gates for the purpose of marketing and selling and Lots owned by Declarant in Cordova Bend at Canyon Lake, Unit One, Cordova Bend at Canyon Lake, Unit One-R, Cordova Bend at Canyon Lake, Unit Two or Alto Lago, Unit 1. As used in this Paragraph only, the term "Declarant" shall include both Alto Lago at Cordova, LLC and Cordova Bend GP, LLC.

The terms, conditions and provisions set forth in this Amendment, along with the right of Declarant and/or Cordova Bend GP, LLC to place signs in the Subdivision as set out in Section 3.18 of the Restrictions shall not be further amended without the consent of the both Cordova Bend, GP, LLC, Alto Lago at Cordova, LLC and a majority of the Lot Owners in Cordova Bend at Canyon Lake, Unit One, Cordova Bend at Canyon Lake, Unit One-R, Cordova Bend at Canyon Lake, Unit Two and Alto Lago, Unit 1 present at a meeting called

for the purpose of amending the terms set forth herein. The consent of Cordova Bend GP, LLC and Alto Lago at Cordova, LLC is not required once neither own a lot in Cordova Bend at Canyon Lake, Unit One, Cordova Bend at Canyon Lake, Unit One-R, Cordova Bend at Canyon Lake, Unit Two or Alto Lago, Unit 1.

Except as amended herein, the Restrictions shall remain in full force and effect.

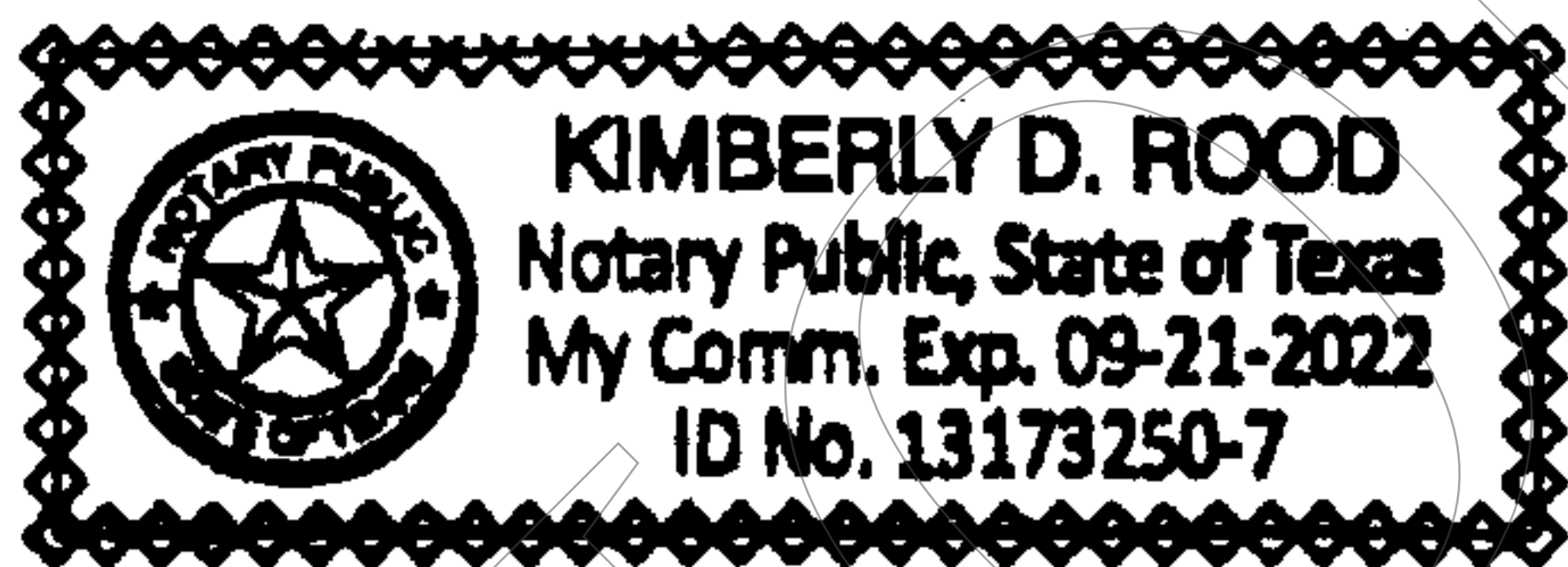
IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand effective the 9th day of May, 2019.

ALTO LAGO AT CORDOVA, LLC
a Texas limited liability company

By: [Signature]
Printed Name: Harry Ben Adams IV
Title: Vice President

THE STATE OF TEXAS *
COUNTY OF BEXAR *

This instrument was acknowledged before me on this the 9th day of May, 2019, by Harry Ben Adams IV, Vice President of ALTO LAGO AT CORDOVA, LLC, a Texas limited liability company, in the capacity therein stated on behalf of said company.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:
KRISTEN QUINNEY PORTER, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643

PREPARED IN THE LAW OFFICE OF:
KRISTEN QUINNEY PORTER, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
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201906018695



Bobbie Koepp