



AFTER RECORDING RETURN TO:

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HOMESTEAD
FIRST AMENDMENT TO
DEVELOPMENT AREA DECLARATION
[Residential]

Guadalupe and Comal Counties

Declarant: ILF N-T OWNER, LP, a Delaware limited partnership

Cross-reference to (i) Homestead Master Covenant [Residential], recorded as Document No. 2016020825 and Document No. 201606035019 in the Official Public Records of Guadalupe County, Texas, and Comal County, Texas, respectively, as amended; and (ii) Homestead Development Area Declaration [Residential], recorded as Document No. 2016020951 and Document No. 201606036397, Official Public Records of Guadalupe County, Texas, and Comal County, Texas, respectively, as amended.

HOMESTEAD
FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATION
[RESIDENTIAL]

This First Amendment to Homestead Development Area Declaration [*Residential*] (this "Amendment") is made by ILF N-T OWNER, LP, a Delaware limited partnership (the "Declarant"), and is as follows:

R E C I T A L S:

A. Declarant previously filed that certain Homestead Master Covenant [*Residential*], recorded as Document No. 2016020825 in the Official Public Records of Guadalupe County, Texas, and as Document No. 201606035019 in the Official Public Records of Comal County, Texas, as amended (collectively, the "Covenant"), and that certain Homestead Development Area Declaration [*Residential*], recorded as Document No. 2016020951 in the Official Public Records of Guadalupe County, Texas, and as Document No. 201606036397 in the Official Public Records of Comal County, Texas, as amended (collectively, the "Development Area Declaration").

B. Pursuant to *Section 5.02* of the Development Area Declaration, the Development Area Declaration may be amended by Declarant acting alone.

C. Declarant desires to amend and modify the Development Area Declaration as set forth hereinbelow.

NOW THEREFORE, Declarant hereby amends and modifies the Development Area Declaration as follows:

1. **Signs**. *Section 2.11* of the Development Area Declaration is hereby deleted in its entirety and replaced with the following:

2.11. **Signs**.

2.11.1 No sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Homestead Reviewer, except for:

(a) **Declarant Signs**. Signs erected by the Declarant or erected with the advance written consent of the Declarant;

(b) **Security Signs**. Two (2) security signs notifying of alarms or cameras, provided that any security sign shall not exceed 12" x 18".

(c) Permits. Permits as may be required by Applicable Law;

(d) Sale or Rental Signs. One (1) temporary "For Sale" or "For Lease" sign per Lot, provided that the sign shall be limited to: (i) a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post; (ii) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four feet (4'); and (iii) the sign shall be removed within two (2) business days following the sale or lease of the Lot;

(e) Political Signs. Candidate or measure signs may be erected provided the sign: (i) is erected no earlier than the ninetieth (90th) day before the date of the election to which the sign relates; (ii) is removed no later than the tenth (10th) day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or measure. In addition, signs which include any of the components or characteristics described in Section 259.002(d) of the Texas Property Code are prohibited;

(f) No Soliciting Signs. A "no soliciting" sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches;

(g) School Spirit Signage. One (1) temporary school "spirit" sign for an elementary, middle or high school may be placed on any Lot so long as the sign: (i) is professionally made; (ii) is limited to maximum face area of five square feet (e.g., 2' x 2.5') on each visible side; (iii) is mounted on a single or frame post if free standing; (iv) does not exceed four feet (4') in height from finished grade at the location where the sign is located; and (v) is removed within five (5) business days following the athletic season for which the sign relates;

(h) Event or Celebration Signage. One (1) "celebration" sign (e.g., 'Welcome Home', Baby Announcement, graduation, Card My Yard, etc.) per Lot, provided such sign may remain on the Lot for no longer than two (2) weeks after first being displayed; and

(i) Holiday Signs/Decorations. Holiday signs and/or decorations are permitted provided they (i) are reasonable in size and scope; (ii) do not disturb other Owners and residents through the emission of excessive light and/or sound; or (iii) cause an unreasonable

amount of spectator traffic. Permitted decorations may be displayed no earlier than twenty-one (21) days prior to the date of the holiday and must be removed within fourteen (14) days after the date of the holiday.

The signs permitted in this *Section 2.11.1* must be placed fully within the boundaries of the Owner's Lot and not within any easements or Common Area, except for signs related to a Board approved event. Permitted signs cannot be placed in a location that is hazardous to public safety, obstructs clear vision in the area or interferes with the requirements of the Americans with Disabilities Act (42 United States Code Sections 12101 through 12213 and 47 United States Code Sections 225 and 611), as determined in the sole discretion of the Board of Directors of the Association or if applicable, the Homestead Reviewer. The restrictions regarding placement of signs in this *Section 2.11.1* shall not apply to entry, directional and marketing signs erected by the Declarant or erected with the advance written consent of the Declarant. The Association, acting through the Board, shall have the right to erect signs within the Common Area.

2.11.2 The following signs are expressly prohibited unless approved in writing and in advance by the Homestead Reviewer:

- (a) Any sign deemed hazardous to public safety;
- (b) Signs that obstruct vision;
- (c) Signs that interfere with the requirements of the Americans with Disabilities Act (42 United States Code sections 12101 through 12213 and 47 United States Code Sections 225 and 611);
- (d) Homemade signs;
- (e) Signs advertising a business, unless otherwise exempt under the Restrictions, shall not be placed anywhere in the Development, including but not limited to any Lot, Common Area, or easement, i.e. pool company signs, landscape company signs, etc.
- (f) Except for signs which are erected by the Declarant or erected with the advance written consent of the Declarant, no sign may be displayed in the window of any Improvement located on a Lot.

An Owner may request a variance or may submit an application to the Homestead Reviewer for a sign not covered by this *Section 2.11* in accordance with the Design Guidelines, if adopted, and with *Section 6.4* of the Covenant.

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Development Area Declaration or Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Development Area Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective on the date this instrument is Recorded.

DECLARANT:

ILF N-T Owner, LP,
a Delaware limited partnership

By: **ILF N-T GP, LLC,**
a Delaware limited liability company,
its General Partner

By: **ILF N-T Holdings, LLC,**
a Delaware limited liability company,
its Sole Member

By: **FCA Nor-Tex, LLC**
a Delaware limited liability company,
its Administrative Member

By: *JRB*
Name: Jesse R. Baker
Title: Authorized Signatory

STATE OF MASSACHUSETTS

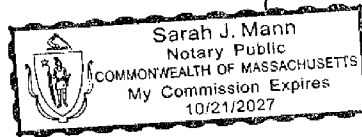
KNOW ALL MEN BY THESE PRESENTS

COUNTY OF SUFFOLK

Before me, the undersigned authority, on this day personally appeared Jesse R. Baker known to me to be the Authorized Signatory of FCA Nor-Tex, LLC, Administrative Member of ILF N-T Holdings, LLC, Sole Member of ILF N-T GP, LLC, General Partner of ILF N-T Owner, LP on behalf of said limited partnership and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office this 2nd day of February, 2022

[Signature]
Notary Public in and for the State of Massachusetts
My Commission expires on: 10/21/27



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
02/15/2022 08:46:34 AM
TERRI 6 Pages(s)
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Bobbie Koepf