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ZULOUS DEVELOPMENT GROUP, LP

TO

THE PUBLIC

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE VIEWS SUBDIVISION
("First Amendment")**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GILLESPIE §

THAT, ZULOUS DEVELOPMENT GROUP, LP, a Texas limited partnership ("**Declarant**"), being the owner of that certain subdivision known as THE VIEWS SUBDIVISION (hereinafter referred to as the "**Subdivision**"), according to the plat of said subdivision as recorded under Volume 6, Page 165, Plat Records of Gillespie County, Texas (sometimes herein referred to as "**Property**"), adopted and established the following easements, restrictions, covenants and conditions in that certain Declaration of Covenants, Conditions and Restrictions of The View Subdivision, recorded at Instrument No. 20228465 of the Official Records of Gillespie County, Texas ("**Covenants**") to run with the land within the Subdivision and to apply to the use, occupancy, and conveyance of the aforesaid described subdivided lots therein, and each Contract or Deed which may be executed with regard to any of such Property shall be held to have been executed, delivered, and accepted subject to the following restrictions and covenants (the headings being employed for convenience only and not to be controlling over content); and

WHEREAS, the pursuant to Article XXVIII of the Covenants, Declarant, in its sole and exclusive discretion, may amend or modify the Covenant until the Turnover of the Association, as defined in the Covenants; and,

WHEREAS, Declarant wishes to herein modify and amend certain restrictions, covenants and conditions in the Covenants.

NOW, THEREFORE, Declarant, by this First Amendment, does hereby amend the Covenants as follows:

F I R S T A M E N D M E N T

1. Paragraph 2. of ARTICLE X. IMPROVEMENT REQUIREMENTS is hereby replaced in its entirety as follows:
 2. Minimum Size of Dwellings. The minimum total floor area of a Primary Dwelling, inclusive of attached guest quarters, but exclusive of open porches, breezeways, carports, garages and other outbuildings, shall be 1,500 square feet of climate controlled (heated and air conditioned) floor area, which is sheltered under a single, continual roof and built upon a single concrete foundation for single story Primary Dwellings and 2,000 square feet of climate-controlled floor area for two-story Primary Dwellings.
2. Paragraph 4. of ARTICLE X. IMPROVEMENT REQUIREMENTS is hereby replaced in its entirety as follows:

4. Ancillary Buildings. In addition to the Primary Dwelling, a maximum of two ancillary structures per Lot (including a detached garage) is permitted. Every building, inclusive of such structures as a barn, storage building, greenhouse, pool house, guest house, or children's playhouse, shall be compatible with the Primary Dwelling to which it is appurtenant in terms of its design and material composition, unless the Architectural Control Committee shall approve a variance from the requirement. The maximum number of inhabitable structures on any single lot shall be two (2). The maximum short-term rentals (STR) on any single lot is one (1). To clarify, a Lot may have a Primary Dwelling and an Ancillary Dwelling, plus one additional structure or building. The minimum square footage for an Ancillary Dwelling is 500 square feet, and the maximum square footage for said structure is 1,500 square feet. In no event shall there be more than one Primary Dwelling or Ancillary Dwelling on any Lot. All such buildings shall be subject to approval of the Architectural Control Committee. The garage shall be constructed to shelter a minimum of two (2) automotive vehicles and cannot be entered from the front of the Dwelling and shall have side or rear entry. All outbuildings shall be constructed in a manner that the contents of the outbuilding are screened from view from adjacent streets and residences.

3. Exhibit A – Article V.B. Primary Dwelling is hereby replaced in its entirety as follows:

B. Primary Dwelling. The minimum living area is defined as the finished areas, excluding garages, patios and breezeways. The design of the structure should be kept within the height of a two (2) story house, with a maximum height of thirty-five (35) feet from ground level, be built only within the building envelop indicated on the property deed, and not be less than 1,500 square feet for a one-story primary dwelling and 2,000 square feet for a two-story primary dwelling. After approval of any plans for the construction of a single-family residence in The Views, the property owner is advised that, should any changes or modifications of the approved plan be made during or after construction, such changes or modifications must be approved in advance of any construction by Committee.

Modular and precut homes, mobile homes, or homes with temporary foundations will not be approved. Any modifications made to any existing single-family residence which would add one or more bedrooms to said single family residence require the approval of the Committee. Both finished and unfinished rooms suitable for future use as bedrooms will be counted as bedrooms. Suitability for such use will be governed by county codes and Committee requirements for septic system sizing, if applicable.

4. Exhibit A – Article V.L. Ancillary Structures is hereby replaced in its entirety as follows:

L. Ancillary Structures. A maximum of one (1) Primary Dwelling and two (2) ancillary structures per Lot (including a detached garage and/or an Ancillary Dwelling) is permitted by the Covenants and Restrictions. These include, but are not limited to pool houses, storage buildings, workshops, barns. "Structure" shall mean any building, construction, or non-natural improvement erected or constructed, which will require a permanent location on or in the ground or is attached to something having a permanent location on or in the ground. An Ancillary Dwelling utilized as a dwelling for residence, temporary or permanent, must be a minimum of 500 square feet and a

maximum of 1,500 square feet in area. The maximum size of an Ancillary Structure, other than an Ancillary Dwelling, shall be 4,000 square feet. Plans for construction of these structures must be submitted to the committee for approval before construction. Tennis/sports courts or other recreation structures are not considered ancillary structures and will be considered separately. However, all such structures must be approved by the Committee prior to the beginning of construction. Metal, plastic or vinyl sheds or barns are prohibited. In all cases, all structures must be in architectural harmony (for example, roof pitch, styles, colors, siding, windows, doors, siding, etc.). There shall be no more than two (2) Dwellings on a Lot and no more than three (3) structures in total on a Lot.

5. Exhibit B – Setback Lines. Exhibit B of the Covenants is hereby amended and replaced in its entirety with Exhibit “B”, attached hereto and incorporated herein for all purposes.

Pursuant to Article XXXVIII of the Covenants, Declarant has the right to amend the Covenants until the Turnover of the Association. Declarant makes this First Amendment for the benefit of the overall Subdivision as determined by the Declarant.

In the event of any inconsistency or conflict between the provisions of this First Amendment and those of the Covenants, this First Amendment shall prevail. Except as specifically amended by this First Amendment, the Covenants shall remain unchanged and in full force and effect. Capitalized terms used herein and not otherwise defined have the meaning set forth in the Covenants, as defined therein.

EXECUTED in multiple counterparts and effective as of the date of the last signatory party.

[SIGNATURES ON NEXT PAGES]

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ZULOUS DEVELOPMENT GROUP, LP,
a Texas limited partnership

By: Zulous, LLC
a Texas limited liability company
the Managing General Partner

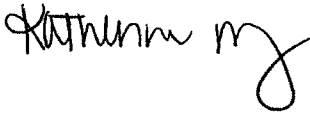
By: 
Milton J. Buckelew, Jr.
Manager

THE STATE OF TEXAS §

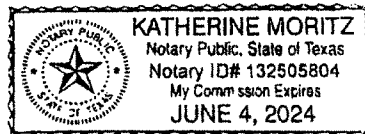
COUNTY OF GILLESPIE §

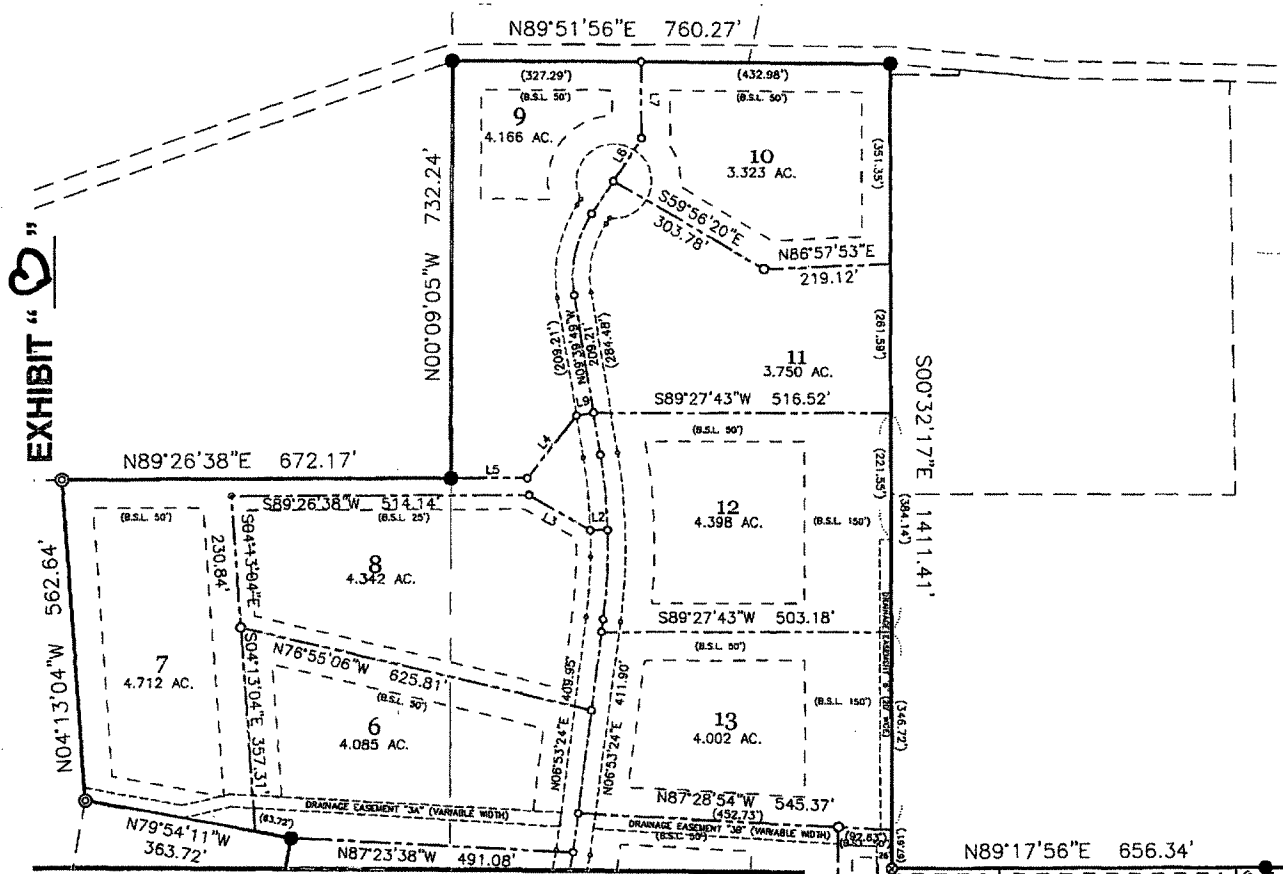
BEFORE ME, the undersigned authority, on this day personally appeared Milton J. Buckelew, Jr., known to me to be the person whose name is subscribed to the foregoing instrument as Manager of Zulous, LLC, a Texas limited liability company, the Managing General Partner of ZULOUS DEVELOPMENT GROUP, LP, a Texas limited partnership, and acknowledged to me that such Milton J. Buckelew, Jr. executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

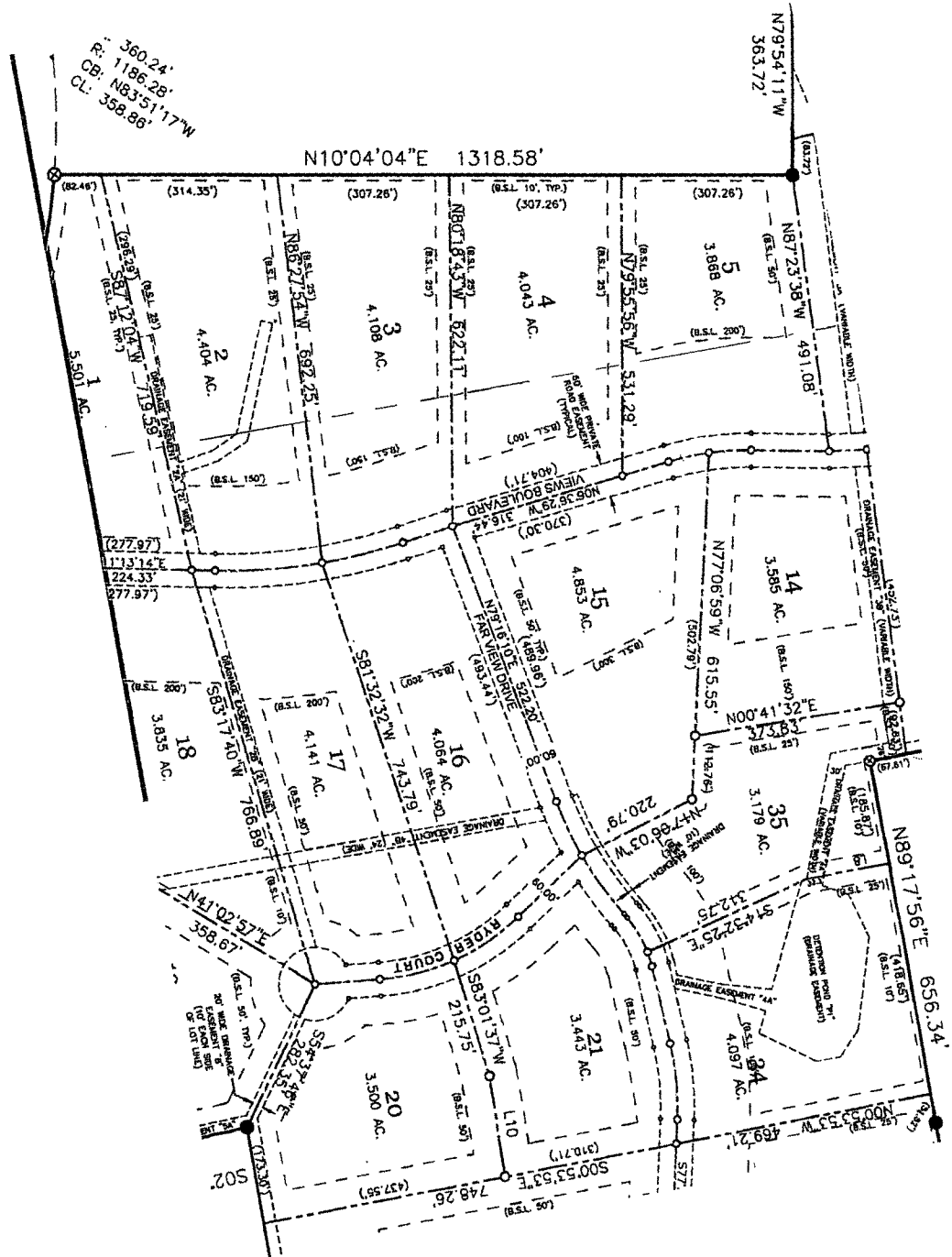
Given under my hand and seal of office on 1 March, 2024.

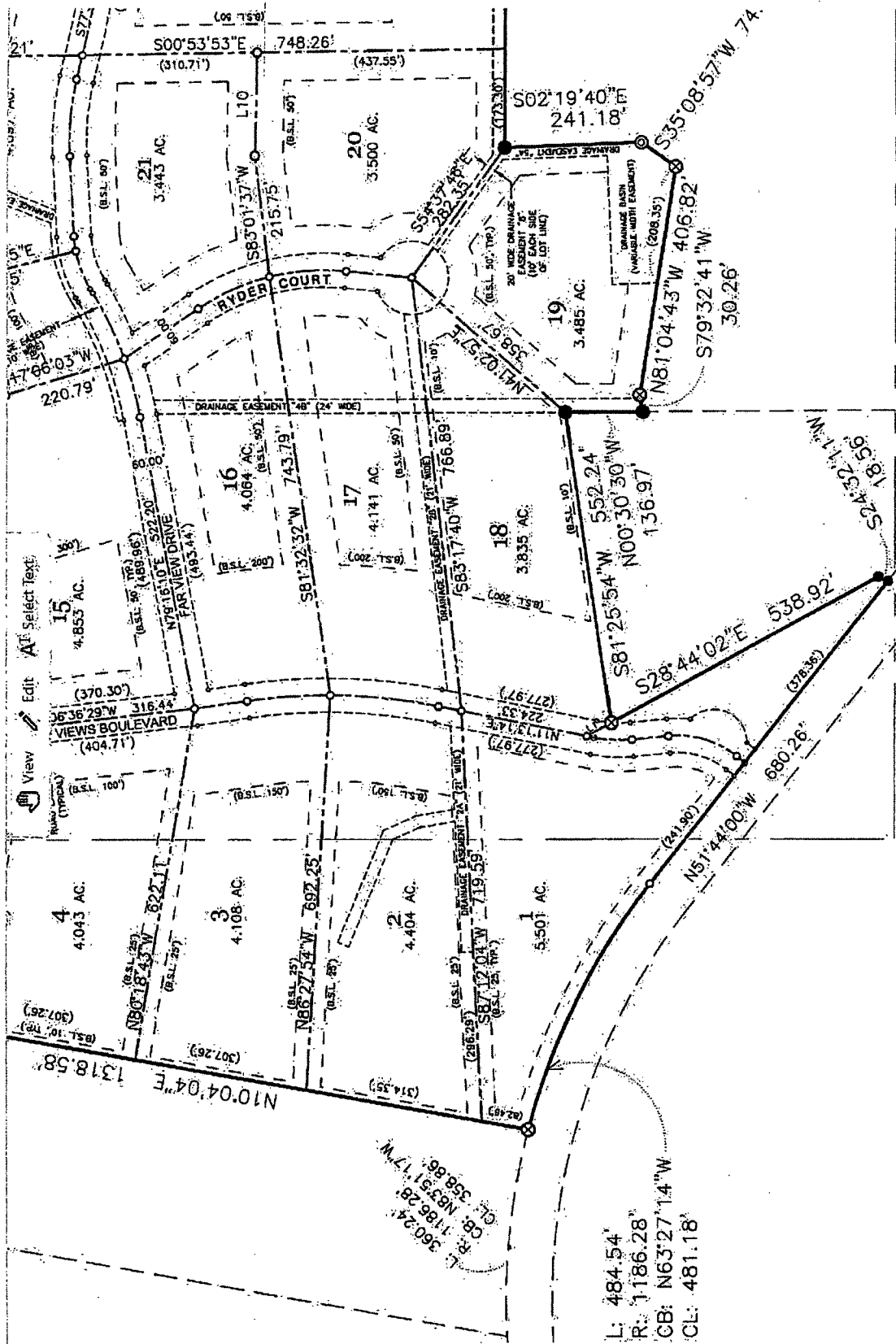


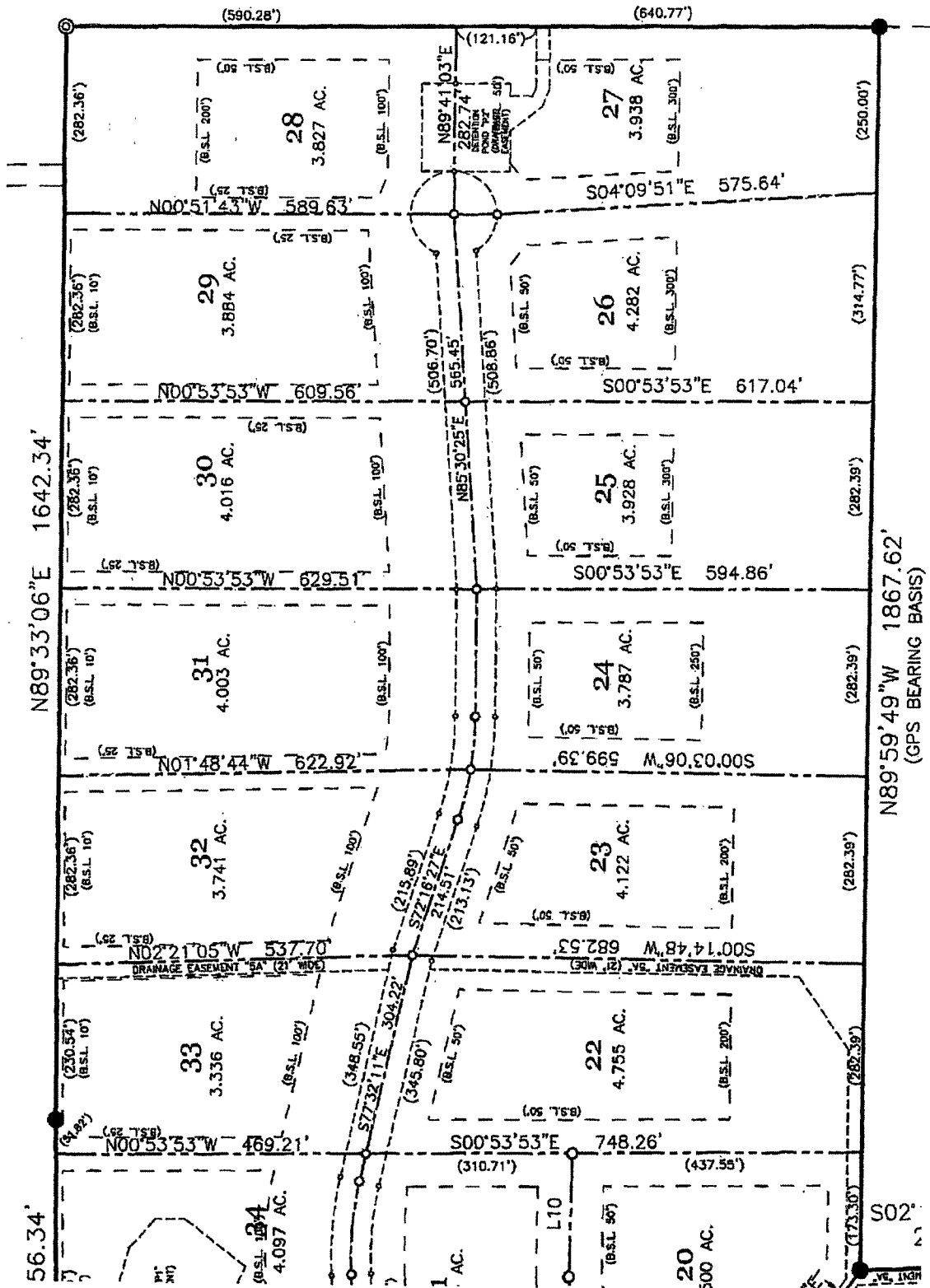
Notary Public, State of Texas











FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Lindsey Brown



Lindsey Brown, County Clerk

Gillespie County Texas

March 05, 2024 02:35:30 PM

FEE: \$53.00

JCOSTON

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