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AMEND

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**FIRST AMENDMENT TO THE
AMENDED AND RESTATED DESIGN STANDARDS
ARCH RAY CONDOMINIUMS**

DECLARANT:

Arch Ray Developments, L.L.C.,
a Texas limited liability company
312 Schmitzinsky Rd.
Fredericksburg, Texas 78624

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DESIGN STANDARDS FOR ARCH RAY CONDOMINIUMS (this "**First Amendment**") is made by Arch Ray Developments, L.L.C., a Texas limited liability company ("**Declarant**"), and is effective for all purposes as of September 1, 2023:

RECITALS:

WHEREAS, Declarant has been appointed under that certain Declaration of Condominium Regime for Arch Ray Condominiums (the "**Original Declaration**") recorded under Register No. 20232486 of the Official Records of Gillespie County, Texas. Unless otherwise defined herein, all capitalized terms shall have the same meaning as in the Original Declaration; and

WHEREAS, Declarant, pursuant to Section 19.4 of the Original Declaration and further pursuant to those certain RESERVATION OF DECLARANT RIGHTS recorded under Register No. 20232487 of the Official Records of Gillespie County, Texas, has the right to unilaterally amend the Amended and Restated Design Standards ("**Design Standards**"), and Declarant now desires to amend the Design Standards previously recorded under Register No. 20233665, Official Public Records of Gillespie County, Texas, in certain respects as set forth herein.

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

A M E N D M E N T:

1. Article I.B. of the Design Standards is hereby deleted and replaced in its entirety with the following:

**ARTICLE I.B
ARCHITECTURAL AND AESTHETIC STANDARDS
RV UNITS**

The Architectural and Aesthetic Standards set forth in this Article I.B are for the RV Units, as described and shown on Exhibit "B" of the First Amendment of the Declaration of Condominium Regime Arch Ray Condominiums, dated of even date herewith and recorded contemporaneously.

1.1 **RV Units - Improvements.** Each RV Unit shall include a hard surface pad site topped with base material, crushed stone or gravel that is a maximum of 45' x 12' that will include an electrical pedestal with 50-100 amp electric capacity, water hook up and sewer hook up suitable for connection to an RV. Except for any other Improvement that may be constructed pursuant to the Design Standards, the portion of the RV Unit that is not pad site shall be open space with grass or other pervious cover. Fiber optic cable shall be available at the boundary of each RV Unit.

1.2 **RV Units – Personal Property Improvements.** Only one RV may be placed on a RV Unit. All RV's placed on an RV Unit must at all times maintain current and valid state registration. An RV shall be defined as a vehicle built on a single chassis that is 400 square feet or less when measured at the largest horizontal projection when in the set up mode, designed to be self-propelled or towable by a light or medium duty truck, and designed primarily for use as temporary

living quarters for recreational, camping, travel, or seasonal use. The types of RV's that are permitted to occupy the RV Units shall be limited to the following:

- a) Class A Motorhomes not more than ten (10) years old
- b) Super C Motorhomes not more than ten (10) years old
- c) Fifth Wheel Travel Trailers not more than six (6) years old that had an original Manufacturers Suggested Retail Price (MSRP) of more than \$125,000.

1.3 **RV Units – Prohibited Improvements.** Only RVs, as defined in Article I.B, 1.2 shall be allowed or placed on an RV Unit for habitation, temporary or otherwise. The ARC may disapprove any RV Improvement on purely aesthetic grounds. Any prior decisions of ARC regarding matters of design or aesthetics shall not be deemed to have set a precedent if, in its sole discretion, the ARC feels that the repetition of such actions would have any adverse effect on the community. Any Improvements attached to an RV shall be expressly prohibited including but not limited to, permanent stairs, porches, decks, or skirting.

A. **Casita.** An RV Unit may, in the ARC's sole and exclusive discretion, include either an RV, as allowed under Article I.B, 1.2 above, AND a permanent improvement of a cabin-type nature. An Owner may make application to the ARC for the construction and installation of a permanent improvement on an RV Unit in addition to the RV to be placed on the RV Unit, which shall be deemed a Casita. In making a determination as to whether to permit a Casita on an RV Unit, the ARC shall take into account the location of the RV Unit within the Property, the location of the floodplain in relation to the proposed Casita building site, and the nature and type of improvements on neighboring Units. Any Casita permitted by the ARC shall be no larger than 1,200 square feet, except on Units 24 and 25, whereby the Casita improvements shall be no larger than 3,200 square feet, and shall be built in strict accordance with the Design Standards and other Condominium Documents.

B. **Exterior Improvements.** An RV Unit may include built-in barbeque grills, fireplaces, site-built patios and decks not affixed to an RV, outdoor kitchens and propane tanks for use with a fireplace, fire pit or grill ("**Exterior Improvements**"). Exterior Improvements are subject to the Condominium Documents and approval by the ARC. Propane tanks which are affixed to the ground and hooked up to the RV, game feeders, picnic tables and hot tubs/jacuzzies are expressly prohibited.

1.4 **Pad Site.** A pad site may only be placed in a location on an RV Unit that is approved by the ARC.

1.5 **Driveways.** The design of all driveways must be approved in advance by the ARC. All driveways shall be surfaced with pre-cast concrete pavers, decomposed granite, asphalt or similar substances approved by the ARC.

The minimum width of a driveway is eighteen feet (18') and the maximum width of a driveway is twenty-two feet (22'). Drives shall intersect the street at as close to ninety degrees (90°) as possible. All driveways must be at least ten feet (10') from adjacent Unit boundary lines, unless otherwise approved in advance by the ARC. One driveway entry is allowed per Unit. Driveways must permit entry by standard mid-size vehicles without "bottoming out" in the transition area between the curb and property line as wells as the driveway area between the property line and the garage.

If the driveway is raised significantly above finished grade (which will be determined by the ARC, in its sole and absolute discretion), the exposed sides of the driveway must be screened with landscaping approved in advance by the ARC.

1.6 Exterior Lighting. Exterior lighting will be kept to a minimum, but consistent with good security practices and shall face in a downward direction (except for tree lighting as done by the Association) so as to mitigate light pollution and minimize light spillage beyond Unit lines onto surrounding properties or project above the horizontal plane. Lighting practices that minimize light pollution, glare and light trespass are strongly encouraged.

Except for accent lighting, wall mounted lights should be directed downward only, to prevent light spillage. Ground mounted or other upward directional lighting will be permitted only where some form of shielding or light baffling is provided so that a soft, uniform light quality on the tree or wall with minimum light spillage beyond is achieved.

No exterior light whose direct source is visible from a street or neighboring Unit or which produces excessive glare to pedestrian or vehicular traffic will be allowed. Exterior lighting must be approved in advance by the ARC.

Use of other than white or color corrected high intensity lamps and exterior lights will not be allowed. Holiday lighting is an exception for a maximum length of time beginning no earlier than mid-November and ending by mid-January of each year. Sodium, mercury vapor, or bare HID yard lights are not allowed. All exterior light temperatures may not exceed 3,000 K.

1.7 Accessory Improvements. Accessory Improvements, including detached garages and Accessory Dwelling Units are prohibited on RV Units, SAVE AND EXCEPT, a storage building may be placed on the RV Unit provided that said storage building is placed to the rear of the pad site and does not exceed one hundred (100) square feet.

1.8 Miscellaneous.

A. Address Markers and Mailboxes. Address markers must conform to specifications established by the ARC. Mail will be delivered to Arch Ray Condominiums community mailbox located at the discretion of the ARC. No individual mailboxes on Units are permitted.

B. Barbecue Grills. Freestanding barbecue grills are permitted only if they are stored and used in the rear yard space of the Unit and are not visible from any right of way. The use of built-in grills is encouraged.

C. Unightly Vehicles and Vehicle Repair. All trailers, graders, trucks other than pickups, boats, tractors, camper shells, wagons, buses, motorcycles, motor scooters and garden maintenance equipment shall be kept at all times, except when in use, in enclosed structures or screened from view. No repair or maintenance work shall be done on any of the preceding or any automobile (other than washing, cleaning, tire changing, and minor emergency repairs) except in enclosed garages or other structures.

D. Trash. Rubbish and debris of any kind shall not be placed or permitted to accumulate upon any Unit, and no odors shall be allowed to arise from that place so as to render any

portion of the property unsanitary, unsightly, offensive or detrimental to any other property or its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and such containers shall be stored within enclosed structures or appropriately screened from view.

F. Signs. No sign of any kind shall be displayed to the public view on a Unit.

G. Noise. No exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any portion of Unit. It is prohibited for any person to make, assist in making, permit, continue, cause to be made or continued, or allow the continuance of any sound that exceeds decibel levels as established by the City of Fredericksburg. Any sound that exceeds the levels set forth City of Fredericksburg Zoning Ordinance is subject to a fine by the Association. For more detailed information, please refer to the City's website- <http://www.fbgtx.org>.

H. Unattended RVs. An RV may not be stored on any RV Unit. An RV may not be unattended and/or uninhabited for a period of more than fourteen (14) consecutive days. The ARC shall have the right to remove any RV that is left uninhabited or unattended for more than fourteen (14) days and assess the Owner with all removal and storage costs.

2. All covenants, conditions, and restrictions not herein amended but established by and contained in the Design Standards shall remain in full force and effect.

DECLARANT:

Arch Ray Developments, L.L.C.
a Texas limited liability company

By: *Stephen Baxter*
Stephen Baxter, Member

STATE OF TEXAS §
 §
COUNTY OF GILLESPIE §

BEFORE ME, the undersigned authority, on this day personally appeared Stephen Baxter, known to me to be the person whose name is subscribed to the foregoing instrument as a Member of Arch Ray Developments, L.L.C., a Texas limited liability company, executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

Given under my hand and seal of office on 29 April, 2024.

Katherine Moritz
Notary Public, State of Texas

