PI2-20150200629-15

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEVIEW RANCH SUBDIVISON

STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR §

The Declaration of Covenants, Conditions and Restrictions for Lakevew Ranch Subdivision, executed August 1, 2008, and recorded at Volume 13624, Page 2072, *et seq.*, Official Public Records of Real Property of Bexar County, Texas, is hereby amended as set forth below:

1.

Article I, section 1.01 is amended to read:
1.01 Architectural Review Committee. "Architectural Review Committee" ("ARC") shall mean the committee created pursuant to these restrictions to review and approve plans for the construction of Improvements upon the Property.

2.

Article I, section 1.12 is deleted.

3.

Article II is deleted.

4.

Article III, section 3.01 is amended to read:
3.01. Subdividing. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof without prior written approval of the Architectural Review Committee.

5.

Article III, section 3.02 is amended to read:
3.02. Hazardous Activities. No activities shall be conducted on the Property and no Improvements constructed on the Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the Property. No open fires shall be lighted or permitted except within safe and well-designed interior fireplaces and attended exterior fireplaces and/or burn pits, or in contained barbecue units while attended and in use for cooking purposes.

Fireworks may be discharged within the subdivision with the following conditions: only on July 4th and New Year's Eve of every year. Anyone discharging fireworks shall do so in a safe manner, with respect to other Member's property and pets.

6.

Article III, section 3.05 is amended to read:
3.05. Noise. No exterior horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. Notwithstanding the foregoing, any schools, fire stations, police stations, or similar public facilities may have exterior sound devices which are appropriate for their use. Exterior stereo and/or television type speakers shall be permitted to be installed in the enclosed garage or other space, or covered back porch and shall be used with discretion so as not to create a nuisance or be offensive. Such speakers should not at any time be utilized at a volume which causes the sound therefrom to be heard at a point beyond the perimeter of the Lot Owner's property. In no event shall such exterior speakers be utilized between the hours of 10:30 pm and 7:00 am except for at a low volume so that the sound from such exterior speaker does not carry beyond the walls of the enclosed space or covered porch in accordance with Municipal Code Ordinance or code of other applicable governing entity.

7.

Article III, section 3.06 is amended to read:
3.06. Animals-Household Pets. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Property. No Owner may keep on such Owner's Lot more than four (4) cats and dogs, in the aggregate. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large, and all animals shall be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the Architectural Review Committee, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property.

8.

Article III, section 3.07 is amended to read:
3.07. Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property, and no odors shall be permitted to arise, therefrom so as to render the Property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash shall be kept at all times in covered containers, and such containers shall be kept within enclosed structures or appropriately screened from view.

9.

Article III, section 3.08 is amended to read:
3.08. Maintenance. Each Owner shall keep all shrubs, trees, grass, and plantings of every kind on such Owner's Lot cultivated, pruned, free of trash, and other unsightly material. All Improvements upon any Lot shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner of such Lot. Grass, weeds and other vegetation on each Lot must be kept mowed at regular intervals so as to maintain the same in a neat and attractive manner. Upon failure to so maintain a Lot, the Association shall properly notify the Owner of the Lot and provide a reasonable amount of time for such Owner to come into compliance. If after such time the noncompliance has not been corrected, the Association and/or the ARC, or its assigns, may, at its option, have the grass and weeds mowed and to charge the reasonable cost thereof (which shall in no event be greater than $100 per occurrence) to the Owner of the Lot.

10.

Article III, section 3.10 is amended to read:
3.10. Antennae. Exterior radio or television antenna or aerial or satellite dish receiver or other device designed to receive or transmit telecommunication signals, including, but not limited to, radio, television, or microwave signals which are intended for cable television, network television, internet, or entertainment purposes may be erected or maintained on any Lot so as to not be visible from the street on which the Lot faces without obtaining the prior written consent of the Architectural Review Committee. The provisions of this Section are not an attempt to violate the Telecommunications Act of 1996 (the "1996 Act"), as may be amended from time to time. This Section shall be interpreted to be as restrictive as possible while not violating the 1996 Act. In the event that it is impossible to receive a signal from a non-visible location, the installation of antennas shall be subject to rules and regulations which may be promulgated by the Association setting out preferred alternate locations for antennae.

11.

Article III, section 3.11 is amended to read:
3.11. Signs. No merchandising, advertising or other similar signage of any kind shall be displayed to the public view on any Lot with the exception of permitted security signage and, when applicable, one (1) sign of not more than five (5) square feet, advertising property within the Subdivision for sale or rent is permitted.

12.

Article III, section 3.13 is amended to read:
3.13 Structures. No tent shack, or other temporary building, improvement, structure or any improvement of a temporary character shall be permitted on any lot. Owner shall be permitted:

1. Upon application to and written approval from ARC, owners may construct
a. Children's playhouses, greenhouses, gazebos, and buildings for storage of lawn maintenance equipment.
b. An accessory building to be used for recreational vehicle or boat storage and not to be used for professional business or commercial activity to which the general public is invited. Said storage outbuilding shall be of the same construction design, materials and colors of the house, with the same side and rear setback requirements. The outbuilding maximum of 16 feet in width, 30 feet in length, and cannot exceed 10 feet high, measured from the ground to the top of the highest wall plate. The pitch of the roof shall conform to the standards within the subdivision, with a maximum height of 15 feet.
2. Without Architectural Committee approval to erect one (1) outbuilding on the Owner's Lot if (i) the surface area of the pad on which the outbuilding is placed is less than or equal to eighty (80) square feet, (ii) the height of the outbuilding, measured from the surface of the Lot to the highest portion of the outbuilding is less than or equal to six (6) feet, (iii) the outbuilding is constructed within an area completely enclosed by a privacy fence of not less than six (6) feet in height, (iv) the exterior of the outbuilding is constructed of the same or substantially similar materials as the exterior of any residence located on the Lot, and (v) the outbuilding is constructed within building setback lines in accordance with applicable building codes of the governmental entity having jurisdiction over the Property.

Any improvement shall be built from new, or like new, repurposed/recycled material. The Architectural Review Committee shall be entitled to determine in its sole and absolute discretion, whether an outbuilding constructed on any Lot complied with the foregoing requirements relating to size, height, fence enclosure and construction materials.

13.

Article III, section 3.14 is amended to read:
3.14. Unsightly Articles & Vehicles. No article deemed to be unsightly by the Architectural Review Committee shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment shall be kept at all times except when in actual use, in enclosed garages or other structures. No more than two (2) boats or other type of watercraft may be kept on trailers in the driveway of a Lot for longer than seventy-two (72) hours while cleaning or preparing for use or storage. Boats, jet skis, or other watercraft (motorized or not) may be stored on an appropriate trailer in the fenced yard of a Lot so long as the same are in full operational repair.

Service areas, storage areas, compost piles and facilities for hanging, drying, or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view.

No (i) racing vehicles, or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any roadway within the Subdivision. No commercial vehicles larger than a standard (3/4) ton pickup truck or standard two-axle passenger van shall be permitted to remain on any Lot or to be parked on any roadway within the Subdivision.

14.

Article III, section 3.15 is amended to read:
3.15. Mobile Homes, Travel Trailers, and Recreational Vehicles.No mobile homes shall be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time. Motor homes, travel trailers or recreational vehicles (collectively RV's) shall not be parked on or near any Lot or used as a residence, either temporary or permanent, so as to be visible from adjoining property or from public or private thoroughfares except for when such RV's are being prepared for use or storage. At such time, no such RV's may be kept on a lot for more than seventy-two (72) hours. Nor shall any such RV's of Lot Owner's guests be allowed to remain on any Lot for any reason for longer than seventy-two (72) hours.

15.

Article III, section 3.18 is amended to read:
3.18. Compliance with the Restrictions. Each Owner, his family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation of this Declaration, and shall give rise to a cause of action to recover sums due for curing the same, fines levied by the Association, actual and statutory damages, and injunctive relief, or a combination thereof. The Restrictions may be enforced by any Owner, the Association, the City in which the Lot is located, if any, or, if applicable, the Municipal Utility District having jurisdiction over the Property, provided, however, that only the Association shall have the right to levy a fine for the violation of the Restrictions or to bring any action for the collection of any Assessments, other than a Violation Assessment, as provided for herein. In such action, the parties agree to waive any bond required to be placed by the Association, the City where the Lot is located, if any, or if waiver is not allowed by a court of competent jurisdiction, to set the bond in an amount not exceeding $100.00. Each Owner is strictly liable for the noncompliance of his family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding. To aid in the prevention of noncompliance, each Owner shall provide any tenants, who shall sign a receipt for the same, a copy of the Restrictions and shall provide in each lease of a Lot, which lease shall be in writing, that if any violation of the Restrictions that is not cured within seven (7) days of the first notice sent by the Association shall constitute a breach of the lease. The cost of curing any violation of the Restrictions, any fine levied by the Association, and any attorney's fees, court costs, expenses of litigation, if incurred by the Association, whether the matter proceeds to suit or not, shall be a Violation Assessment against the Lot and the Owner and shall automatically become a part of the Assessments and secured by the lien therefore.

16.

Article III, section 3.20 is amended to read:
3.20. No Warranty of Enforceability. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, term or provisions shall assume all risks of the validity and enforceability thereof.

17.

Article IV, section 4.03 is amended to read:
4.03. Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for residential purposes; provided that all rentals must be for terms of at least six (6) months. No structure other than the primary residence shall be considered an Improvement for habitation.

18.

Article IV, section 4.05 is amended to read:
4.05. Fences and Sidewalks. Fences shall be six (6) feet in height and shall be constructed with new materials, select grade cedar or spruce pickets and with treated pine or cedar railings and posts. Installation of such fences may be completed without the approval of the Architectural Review Committee. The design, construction materials, height and location of all other fences shall otherwise be approved by the Architectural Review Committee. In no event shall any fence or wall be erected, placed or altered on a lot nearer to the front street than the from wall of the single family dwelling which is located on the Lot and no hedge may be installed or maintained more than three (3) feet in front of the wall of the single family dwelling which is located on the Lot and closest to the front property line of the Lot, Construction of gates or other access openings in subdivision perimeter fencing shall not be allowed on any Lot.

19.

Article IV, section 4.08 is amended to read:
4.08. Garbage Containers. Garbage containers for trash collection service and/or recycling service must be kept out of view from the front of the residence on any Lot except for the night before through the evening of pick up for any such service. All such containers should have lids secured to avoid spillage of and/or animal access to contents.

20.

Article IV, section 4.09 is amended to read:
4.09. Drainage. There shall be no interference with the established drainage patterns over any of the Property, unless adequate provision is made for proper drainage and such provision is approved by the Architectural Review Committee.

21.

Article IV, section 4.10 is amended to read:
4.10. Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner upon any Lot within the Property. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Architectural Review Committee in its sole good faith judgment, the Architectural Review Committee shall have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which

would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Property, then the Architectural Review Committee may contract for or cause such debris to be removed, and the Owner of the Lot shall be liable for all expenses incurred in connection therewith.

22.

Article IV, section 4.11 is amended to read
4.11. Landscaping. The front yards of all Lots, from the front property line to the front wall of the house, shall be fully sodded with St Augustine, Bermuda, Prairie Buffalo Grass or other sod approved by the Architectural Review Committee. All landscaping shall be designed to be in relation to the aesthetics of the community and kept free of weeds and overgrowth. No landscaping, other than approved sod, may be placed in the front yards between the home and street that obstructs the street view from any driveway of adjoining properties.

23.

Article IV, section 4.12 is deleted.

24.

Article V, section 5.01 is amended to read:
5.01 Common Area and Facilities. No land within any Common Area and Facilities shall be improved or occupied except in such manner as shall have been approved by a two-thirds vote of Members who are voting in person or by proxy at a meeting duly called for such purpose, with the same quorum as required for Special Assessments herein. Such required approval shall extend to the nature and type of use, occupancy and improvement.

25.

Article VI, section 6.01 is amended to read:
6.01. Organization. The Association shall be a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers prescribed by law or set forth in its Articles, Certificate of Formation, Bylaws, or in this Declaration. Neither the Articles, Certificate nor Bylaws shall for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

26.

Article VI, section 6.03 is amended to read:
6.03. Voting Rights and Declarant Control. There shall be one (1) class of membership for purpose of voting on any Association matter. Members shall include each Owner of a Lot within the Property and shall have one (1) vote for each Lot owned. If there is more than one Owner of a Lot, the Owners shall decide amongst themselves how their one vote is to be cast: in the event they cannot agree their vote shall not be cast.

27.

Article VI, section 6.05(a) is amended to read:
6.05. Common Area and Facilities. Subject to and in accordance with this Declaration, the Association, acting through the Board, shall have the following duties:
(a) To accept, own, operate and maintain all Common Area and Facilities which have been conveyed to it by Declarant, together with all Improvements of whatever kind and for whatever purpose which may be located in said areas; and to accept, own, operate and maintain all other property, real or personal, conveyed to the Association by Declarant and to maintain in good repair and condition all lands, improvements and other Association property owned by or leased to the Association. Such maintenance shall include, but not be limited to, painting, staining, mowing and removal of rubbish or debris of any kind.

28.

Article VII, section 7.01 is amended to read:
7.01. Membership of Architectural Review Committee. The Architectural Review Committee shall consist of not less than three (3) or more than five (5) Members ("ARC Members").

29.

Article VII, section 7.02 is amended to read:
7.02. Action by Architectural Review Committee. Items presented to the Architectural Review Committee shall be decided by a majority vote of the Voting Architectural Review Committee Members within ten (10) days of receipt of a completed application from a Member.

30.

Article VII, section 7.03 is deleted.

31.

Article VII, section 7.05 is amended to read:
7.05. Appointment. The Board shall have the right to appoint and remove all Voting Members of the Architectural Review Committee.

32.

Article VII, section 7.08 is amended to read:
7.08. Variance. The Architectural Review Committee may grant variances from compliance with any of the provisions of this Declaration, when, in the opinion of the Architectural Committee, in its sole and, absolute discretion, such variance will not impair or detract from the high quality development of the Property and such variance is justified due to unusual or aesthetic considerations or unusual circumstances. Anything herein to the contrary notwithstanding, the Architectural Review Committee is hereby authorized, at its sole discretion, to waive any requirements relating to garages (including size), carports, dwelling size, masonry requirements, fences and setbacks and such decision shall be binding on all Owners of Property encumbered by this Declaration. All variances must be evidenced by written instrument in recordable form, and must be signed by a majority of the Voting Members of the Architectural Review Committee as well as a majority of the members of the Board of Directors. The granting of such variance shall not operate to waive or amend any of the terms or provisions of the covenants and restrictions applicable to the Lots for any purpose except as to the particular property and the particular instance covered by the variance, and such variance shall not be considered to establish a precedent or future waiver, modification or amendment of the terms and provisions hereof.

33.

Article VII, section 7.09 is amended to read:
7.09. Actions of the Architectural Review Committee. The Architectural Review Committee may, by resolution unanimously adopted in writing, designate one or two of its members or an agent acting on its behalf to take any action or perform any duties for and on behalf of the Architectural Review Committee. In the absence of such designation, the vote of the majority of all of the Architectural Review Committee Members taken without a meeting shall constitute an act of the Architectural Review Committee. Notwithstanding anything to the contrary, in the event the Architectural Review Committee fails to respond to a request for approval of Plans and Specifications within thirty (30) days of receipt of all required information, the Architectural Review Committeeshall be deemed to have approved such Plans and Specifications. However, under no circumstances, shall any Plans and Specifications requesting any variance whatsoever outside the scope herein approved and accepted variance be deemed approved for any reason whatsoever regardless of the above stated time-limit without first being presented to ARC and BOD, and receiving a majority vote.

40.

Article IX, section 9.04 is amended to read:
9.04. Surface Areas. The surface of easement areas for underground utility services may be used for planting of shrubbery, trees, lawns, or flowers. However, no supplier of any utility service using any easement area shall be liable to any Owner or to the Association for any damage done by them or either of them, or their respective agents, employees, servants, or assigns, to any of the aforesaid vegetation as a result of any activity relating to the construction, maintenance, operation, or repair of any facility in any such easement area.

41.

Article IX, section 9.05(a) is deleted.

42.

Article X, section 10.02(a) isdeleted.

43.

Article X, section 10.02(b):
(b) By Owners. This Declaration may be amended or extinguished by the recording in the Bexar County Deed and Plat Records of an instrument executed end acknowledged by at least sixty-six and two-thirds percent (66 2/3%) of the Owners.

44.

Article X, section 10.03:
10.03. Notices. Before the Association may suspend an Owner's right to file a suit against an Owner other than a suit to collect Regular Annual or Special Assessments or foreclose under an Association's lien, charge an Owner for property damage, or levy a fine for a violation of the Restrictions or Bylaws or Association Rules, the Association or its agent must give written notice to the Owner by certified mail, return receipt requested. The notice must: (i) describe the violation or property damage that is the basis for the action, charge, or fine, and state any amount due the Association from the Owner; and (ii) inform the Owner that the Owner: (A) is entitled to a reasonable period to cure the violation and avoid the fine or suspension unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months; and (B) may request a hearing on or before the 30th day after the date the Owner receives such notices. All other notices permitted or required to be given by this Declaration shall be in writing and may be delivered either by certified mall, return receipt requested, or personally delivered and a written receipt received therefor. If delivery is made by certified mail, it shall be deemed to have been delivered the date on which it was received

by the person to whom such notice was addressed. Such address may be changed from time to time by notice in writing given by such person to the Association.

45.

Article X, section 10.05 is deleted.

46.

Article X, section 10.07 is deleted.

47.

Article X, section 10.12 is amended to read:
10.12. Soil Movement. Each Owner acknowledges that the failure or excessive movement of any foundation of any Home in the Subdivision can result in the diminished value and overall desirability of the entire Development. Each Owner agrees and understands that the maintenance of the moisture content of the soils on each Lot is necessary to preserve the structural integrity of each Home in the Development. Each Owner also acknowledges that the long term value and desirability of the Development is contingent upon each Owner maintaining their Home and any other Improvements constructed upon the Lot so that no structural failure or excessive soil movement occurs within the Development.

The foregoing was approved at a duly-called meeting of the membership of the Association by a vote of sixty-seven percent (67%) or more of the total votes allocated to Property Owners in the Association, as authorized by Section 209.004(h), Texas Property Code, as certified by the signatures of the President and Secretary of the Association below.

L.R. LAKEVIEW RANCH OWNERS ASSOCIATION, a non-profit corporation

By: _____
Andy Micknicz, Its President

ATTEST:

_____
Susan Chiles, Its Secretary

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Andy Micknicz, acting on behalf of L.R. Lakeview Ranch Owners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 25 day of September, 2015.

PAULINE GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-08-16

Pauline Garcia
Notary Public, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Susan Chiles, acting on behalf of of L.R. Lakeview Ranch Owners Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 25 day of September, 2015.

PAULINE GARCIA
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-08-16

Pauline Garcia
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
L.R. Lakeview Ranch Owners Association
6391 DeZavala, Suite 223D
San Antonio TX 78249

5956 001/1341528

Doc# 20150200629 Fees: $82.00
10/16/2015 3:28PM # Pages 15
Filed & Recorded in the Official
Public Records of BEXAR COUNTY
GERARD C. RICKHOFF COUNTY CLERK

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law
STATE OF TEXAS, COUNTY OF BEXAR
I hereby Certify that this Instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

OCT 16 2015

COUNTY CLERK BEXAR COUNTY, TEXAS