

SCANNED

LT1-77-20070283991-1

**FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR LOST OAKS SUBDIVISION
OF BEXAR COUNTY, TEXAS**

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

This fourth amendment to the Declaration is made on the date hereinafter set forth by the undersigned, being owners of individual lots within the Lost Oaks subdivision and as members of the LOST OAKS HOMEOWNERS' ASSOCIATION, INC. (hereinafter "Association").

WITNESSETH:

WHEREAS, the undersigned being owners of individual lots within the Lost Oaks subdivision (according to the plat of such subdivision as recorded in Volume 3321, Pages 180 and 181 of the Deed and Plat Records of Bexar County, Texas) and as members of the LOST OAKS HOMEOWNER'S ASSOCIATION, INC. (Association), and;

WHEREAS, the Association now desires to modify and amend certain terms and provisions of the Declaration all in accordance with the terms hereof.

NOW THEREOF, the Declaration shall be, and is hereby amended as follows:

1. Article III., is hereby deleted in its entirety, and replaced by the following:

ARTICLE III.

USE AND BUILDING RESTRICTIONS

Section 1. Land Use and Building Type. All lots shall be known, described and used as Lots for primarily residential purposes only (hereinafter sometimes referred to as "residential Lots"), and no structure shall be erected, altered, placed, permitted to remain on any residential Lot other than one single-family dwelling not to exceed two stories in height, with a detached or an attached garage for not less than two (2) nor more than three (3) cars and quarters for bona fide domestic employees, provided, that the Architectural Control Committee may, in its discretion, permit the construction of a garage for less than two (2) or more than three (3) cars, such permission to be granted in writing as hereinafter provided, provided however, nothing herein shall be construed to permit or allow the construction of a carport on any residential lot or the use of any garage for other than primarily the housing , of automobiles and any enclosure of the garage which prevents its use for such purpose is specifically prohibited.

All exterior construction of the primary residential structure, garage, porches and any

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other appurtenance or appendages of every of every kind and character on any Lot and all interior construction (including, but not limited to, all electrical outlets in place and functional; all plumbing fixtures installed and operational; all cabinet work completed all interior walls, ceilings, and doors completed and covered by paint, wallpaper, paneling, or the like, and all floors covered by wood, carpet, tile or other similar floor covering) shall be completed not later than one (1) year following the commencement of construction. No building of any kind or character shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon. For the purposes hereof, the term "commencement of construction" shall be deemed to mean the date on which the foundation forms are set.

Section 2 Single Family Residential Use. All lots will be used and occupied for single-family residential purposes only and no trade or business may be conducted in or from any Lot or Dwelling, except that an Owner of the Dwelling may conduct business activities within the Dwelling as long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Dwelling; (ii) the business activity conforms to all zoning requirements for th property; (iii) the business like activity does not involve visitation to or from the Dwelling by clients, customers, suppliers or other business invitees; and (iv) the business activity is ancillary to the residential use of the Dwelling and does not diminish the residential character of the Property or constitute a nuisance, or a hazardous or offensive use, or threatens the security of safety of the other residents in the subdivision. The determination of whether a business activity satisfies the foregoing requirements set forth in clauses (i) through (iv) above in this Section, shall be made by the Board of Directors in their sole and absolute discretion.

Section 3. Outbuilding Requirements. Every outbuilding, inclusive of such structures as storage buildings, greenhouse or child's playhouse, shall be compatible in design and material with the dwelling to which it is appurtenant. All such buildings shall be subject to approval of the Architectural Control Committee. In no instance shall an outbuilding exceed six feet (6') in height or have a total floor area in excess of 100 square feet.

Section 4. Architectural Control. No building or other structure shall be erected, placed or altered on any Lot until the construction plans and specifications therefor and a plot plan showing the location of the structure thereon have been approved by the Architectural Control Committee as to harmony with existing structures, with respect to exterior design and color with existing structures, as to location with respect to topography and finished grade elevation, and as to compliance with minimum construction standards, all as more fully provided for in Article VII hereof.

Section 5. Dwelling. The minium square footage of residential structures situated on the lots covered hereby, exclusive of open porches and garages, shall be one thousand four hundred square feet (1,400 sp. Ft.).

Section 6. Type of Construction, Materials and Landscape.

- (a) Each residence shall have masonry construction and/or siding material on the exterior wall area of the residence and garage or detached garage of a type and design approved by the Architectural Control Committee. The exterior walls of the first story of any residential structure situated on the lots covered hereby shall be a least fifty per cent (50%) by area, composed of masonry or masonry veneer. Any external modifications changing the color or composition of siding material must first be approved by the Architectural Control Committee in the manner hereinafter provided.
- (b) No external roofing material other than 235F minium composition shingles, of subdued wood tones (i.e., browns, greys), shall be used on any building in any part of the Properties unless the Architectural Control Committee shall, in its discretion, permit the use of other roofing materials, such permission to be granted in writing as hereinafter provided.
- (c) A concrete sidewalk three feet (3') wide shall be constructed parallel to the curb inside the property line, along the entire front of all Lots. In addition thereto, three foot (3') wide sidewalks shall be constructed parallel to the curb inside the property line along side Lot line abutting any street of all corner Lots. The plans of each residential building on each Lot shall include plans and specifications for such sidewalks; and same shall be constructed and completed before the main residence is occupied.
- (d) No window or wall type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building in any part or the Properties.
- (e) Each kitchen in each dwelling or living quarters situated on any Lot shall be equipped with a garbage disposal unit, which garbage disposal unit shall at all times be kept in a serviceable condition.
- (f) Before any landscaping changes may be performed on any Lot within the subdivision, the landscape layout and plans must first be submitted for approval to the Architectural Control Committee.
- (g) Wood or masonry fences shall be constructed between the Lots and shall be kept in a state of good repair by the owners of such Lots. The wood/masonry fences between the Lots shall be six feet (6') in height. The fences along the perimeter of a Lot shall be eight feet (8') in height. The Architectural Control Committee may, in its discretion, prohibit the construction of any proposed fence or wall, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise so as not to be visible from

other portions of the property. Chain link fences are permitted only to enclose a swimming pool and shall be placed in a manner so as not to be visible from the street.

- (h) Except with the written permission of the Architectural Control Committee or as otherwise provided herein, exterior antennae, aerials, satellite dishes, or other apparatus for the transmission or reception of television, radio, satellite or other signals of any kind may not be placed on the exterior of any dwelling or any portion of the Lot outside the residence, except the (i) antennas, satellite dishes or other apparatuses that are one meter or less in diameter and that are designed to receive transmissions other than television broadcast signals shall be permitted; and (ii) antennas or satellite dishes designed to receive television broadcast signals shall be permitted. Any of the foregoing permitted devices and any other device permitted by the Architectural Control Committee must be located in an area where such a device is not visible (for aesthetic reasons) from any portion of the street in the front of the applicable Lot. However, if the Lot Owner determines that the Device cannot be located in compliance with the foregoing non-visibility requirement without precluding reception of an acceptable quality signal, then the Lot Owner may install the Device in the least conspicuous alternative location on the Lot where an acceptable quality signal may be obtained.

Section 7. Building Location.

A. General. All buildings or other structures, permanent or temporary, habitable or not must be constructed, placed and maintained in conformity with platted setback lines. Except for the four “Zero Lot Line Dwellings” permitted in Paragraph B below. No dwelling shall be situated any closer than 5 feet (5') from a side property line.

B. Zero Lot Line Dwellings. “Zero Lot Line Dwellings” (i.e. a dwelling situated closer than five feet (5') to a side property line) may be situated upon the following four Lots situated in the subdivision: Lot 31; Block 1; Lot 33, Block 1; Lot 1, Block 3; and Lot 11, Block 3, subject to the following restrictions:

(1) In the event a dwelling is constructed within five feet (5') of a side property line, then, for the purpose of this instrument, such Lot shall be deemed a “dominant lot” and the abutting Lot located within five feet (5') of the exterior side wall of such residence shall be deemed a “servient Lot”. The Owner of a dominant Lot shall possess an easement covering that portion of the servient Lot situated within ten feet (10') of the residence upon the dominant Lot unless a residence is situated upon said servient Lot within such ten feet (10') whereupon the easement being for the following purposes:

A. To maintain roof overhangs and foundation and building encroachments within the easement area to the extent existing at the time of the completion of the initial construction of the dwelling upon the dominant Lot;

B. To enter upon the easement area for the purpose of constructing, maintaining, repairing and restoring the dwelling situated upon the dominant Lot; and

C. For the continued use of any such or similar drainage facility, if any, situated within the easement area for the purpose of carrying storm water.

(2) The Owner of the dominant Lot shall possess the further easement for ingress and egress over any remaining portions of the servient Lot as may be reasonably necessary for the purposes of exercising ingress and egress over any remaining portions of the servient Lot as may be reasonably necessary for the purpose of exercising the foregoing rights, but shall be required to exercise due diligence and a high degree of care in connection with the exercise of such rights. The Owner of the servient Lot shall be obligated to trim any shrubs, plants, trees, vines or other landscaping and to remove any improvements or other obstructions which in any way interfere with the rights above granted.

(3) On any Lot determined above to be a servient Lot, the minimum distance from the structure located on the servient Lot to the common Lot line on the dominant Lot to which it is servient shall be no less than five feet (5').

(4) All eaves of dwellings on the zero Lot line side of a dominant Lot must be properly guttered, with such gutters being designed and situated in a manner so that water generated from the roof of such dwelling drains onto the dominant Lot; with the further requirement that such gutters must be periodically maintained by the Owner of the dominant Lot. Eaves overhanging a Lot line shall be no more than eighteen inches (18') wide.

(5) There shall be no door or window openings on the zero Lot line side of a dominant lot.

(6) No dwelling may be situated closer than twenty feet (20') from the front property line.

Section 8. Minimum Lot Area. No lot shall be re-subdivided, nor shall any building be erected or placed on any such re-subdivided Lot unless each Lot resulting from such subdivided Lot shall have an area of not less than 5,000 square feet, provided, however that nothing contained herein shall be construed to prohibit the re-subdivision of any Lot or Lots within the Properties if such re-subdivision results in each re-subdivided Lot containing not less than the minimum Lot area aforementioned.

Section 9. Annoyance or Nuisances. No noxious or offensive activity, including, without limitation, unreasonable smells, noise, or aesthetics, will be carried on upon any Lot, nor will anything be done thereon with the Board determines, in its sole and absolute discretion, is or may become an unreasonable source of annoyance or nuisance to the Property. No septic tank or private well shall be permitted on any lot.

Section 10 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except for cats, dogs, or other generally recognized household pets of a reasonable number, provided that they are not kept or bred or maintained for any commercial

purposes; and provided further, that no more than a total 3 adult dogs or cats may be kept on a single lot.

All such animals shall be kept in strict accordance with local laws and ordinances (including leash laws) and in accordance with all rules established by the Board of Directors. It shall be the responsibility of each of the of such household pets to keep all such pets on a leash and under such owner's direct supervision at all times when such pets are not confined within such owner's fenced lot, and to prevent the animals from running loose or becoming a nuisance to the other residents.

Section 11. Parking. On street parking is restricted to approved deliveries, pick-up or short-term guests and short-term invitees and shall be subject to such reasonable rules and regulations as shall be adopted by the Board of Directors. Parking, but not storage of automobiles in driveways is permitted. No truck, bus, camper, boat or trailer shall be left parked in or on the street in front of any Lot or in any driveway or other portion of any such Lot exposed to public view (except for construction repair equipment only while a house, or houses, are being built, repaired in the immediate vicinity).

Section 12. Temporary Structures. No structure of a temporary character, whether trailer, basement, tent shack, garage, barn or other outbuilding shall be maintained or used on any Lot at any time as a residence, or for any other purpose, either temporarily or permanently, provided, however that Declarant reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Properties as in its sole discretion may be necessary or convenient while selling Lots, selling or constructing residences, and constructing other improvements upon the properties. Such facilities may include, but not necessarily limited to, sales and construction offices, storage areas, model units, sinks and portable toilet facilities. No truck, trailer, camper boat, automobile, motor home or other vehicle shall be stored, parked, or kept on any Lot or in the street in front of the Lot unless such vehicle is in day- to-day use of the premises and such parking is only temporary, from day- to-day provided however, that nothing herein contained shall be construed to prohibit the storage of an unused vehicle in an enclosed garage on any Lot.

Section 13. Signs and Billboards. No sign of any kind shall be displayed to the public view on any Lot except one (1) professional sign of not more than on (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for rent or sale, signs used by a builder to advertise the property during the construction and sales period, or political signs not more than five (5) square feet during political campaign periods. Signs less than five (5) square feet may be used during political campaigns for any one candidate. Declarant, the Board of Directors, or its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and in so doing shall not be subject to any liability for trespass or any other liability in connection with such removal.

Section 14. Storage and Disposal of Garbage and Refuse. No garbage or trash shall be placed or kept on any Lot, except in covered sanitary containers. In no event shall such containers be stored, kept, placed or maintained on any Lot where visible from the location on the street that is immediately in the front of the Dwelling except solely on a day designated for removal of garbage, then such containers may be placed in the designated location for pick-up of

such garbage and the container will be removed from view before the following day. However, upon notification from the City that a brush pick-up is scheduled, brush/trash may be placed at curbside until such time as it is collected.

Section 15. Duty of Maintenance. Owners and occupants (including lessees) of a Lot shall jointly and severally have the duty and responsibility, at their sole cost and expenses, to keep the Lot so owned or occupied, including the improvements and grounds in connection therewith, in a well-maintained, safe, clean and attractive condition at all times. Such maintenance shall include, but is not limited to, the following:

- (a) Prompt removal of all litter, trash, refuse, and wastes;
- (b) Lawn mowing;
- (c) Tree and shrub pruning;
- (d) Watering (as permitted by city ordinance);

Section 16. Enforcement of Maintenance. If, in the reasonable opinion of the Board, any such Owner or occupant has failed in any of the foregoing duties or responsibilities, the Board may give such Person written notice of such failure and such Person must within 10 days after receiving such Notice, perform the care and maintenance required. Should any such Person fail to fulfill his duty and responsibility within such period, the Board shall have the right to authorize its agent or agents to enter on the Lot and perform such care and maintenance without any liability whatsoever for damages for wrongful entry, trespass or otherwise to any Persons. The Owners and occupants of the Lot on which such work performed shall be jointly and severally liable for the cost of such work and shall promptly reimburse the Association for such costs. Further, the cost of such work shall constitute an Individual Assessments against the specific Lot on which said work was performed with the approval for the Board. If such Owner or occupant shall fail to reimburse the Association within thirty days after receipt of a statement for such work, said indebtedness shall be a debt of all persons jointly and severally.

2. Article VII, is hereby deleted in its entirety, and replaced by the following:

ARTICLE VII.

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Development Objectives. The aesthetic and ecological quality of the Property requires that all improvements be compatible with other Improvements and be in harmony with the natural surroundings. To this end, an Architectural Control Committee (sometimes hereinafter called "the Committee") has been created as described in Section 2 of this Article. The Architectural Control Committee has the responsibility to carry out the goals and functions that have been adopted, and are described below, and which may be amended from time to time.

Section 2. Architectural Control Committee. The Architectural Control Committee shall be composed of three (3) regular members and one (1) alternate member selected and elected by the members of the LOST OAKS HOMEOWNERS ASSOCIATION, INC., which

is the corporate non-profit homeowners' association for the Subdivision, and may include members of the Board of Directors. In the event of an absence of a regular member of the Architectural Control Committee at a meeting of the Committee, the alternate member is authorized to temporarily take the place of any regular member so absent, to participate in the proceedings and discussion of the Committee, and to, in all ways, act as if he/she were a regular member of the Committee for such meeting. The Board of Directors shall have the exclusive right and power at any time, and from time to time, to create and fill vacancies on the Architectural Control Committee. The Committee reserves the right from time to time to file instruments in the Real Property Records of Bexar County, Texas designating its then current composition.

Section 3. Goal of Architectural Control Committee. The goal of the Committee is to encourage the construction of improvements of good architectural design, quality and proper size compatible with Declarant's conceptual plan for the Properties. Improvements should be planned and designed with particular attention to the design and aesthetic appearance of the exterior and the use of such materials as will, in the judgment of the Committee, create an attractive and harmonious blend with existing Dwellings and the natural surroundings. The Committee may disapprove the construction or design of an improvement on purely aesthetic grounds where, in its judgment, such disapproval is required to protect the continuity of design or values of the neighborhood and of other homeowners, or to preserve the serenity and natural beauty of any surroundings. Prior judgments regarding such matters of design or aesthetics shall not be deemed binding upon the Architectural Control Committee if such Committee feels that the repetition of such matters will have an adverse effect on the properties.

Section 4. Function of the Architectural Control Committee. The Committee shall function as the representative of the Owners for the purposes herein set forth as well as for all purposes consistent with the creation and preservation of a first class development. No improvements shall be erected, constructed, placed, altered (either by addition or deletion), maintained or permitted to remain on any portion of the properties until plans and specifications, in such form and detail as the Committee may deem necessary, shall have been submitted to and approved in writing by such Committee. The Architectural Control Committee shall have the power to employ professional consultants to assist it in discharging its duties. The decision of the Architectural Control Committee shall be final, conclusive, and binding upon the applicant.

Section 5. Term of Office. Each member of the Committee, regular or alternate, shall hold office from the date of his/her appointment until January 31st of the succeeding calendar year, and thereafter until such time as a successor has been appointed, unless such member sooner resigns or is removed.

Section 6. Procedures of the Architectural Control Committee. The Committee may establish and publish from time to time reasonable administrative procedures and separate building guidelines covering residential and non-residential Improvements.

Section 7. Design Submittal. The Owner must submit a design plan, which must adequately reflect to the Committee the true design quality of the proposed work. Final plans and specifications shall be submitted in complete form in duplicate and shall include a floor plan and all elevations of any proposed structure(s) (including walls, signs, pools, pool buildings, etc.), roof height, specification of materials, textures and shapes. All exterior measurements and dimensions must be shown. (1/4" = 1' minimum) Description of materials and finishes must be

clearly indicated.

Section 8. Basis of Approval. Approval of preliminary design plans and final plans and specifications shall be based upon the following:

- (A) The architectural and structural integrity of the design.
- (B) Harmony and conformity of the design with the surroundings both natural and built.
- (C) Adequacy of the design to conditions of the site.
- (D) Conformity to specific and general intent of the Protective Covenants covering the particular platted unit of which the Lot in question forms a part.

Section 9. Variances. Upon submittal of a written request for same, the Architectural Control Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install Improvements which are in variance from the covenants, restrictions, or architectural standards which are provided in this Declaration or the applicable Protective Covenants or those which may be promulgated in the future. In any case, however, such variances must, in the Committee's sole discretion, blend effectively with the general architectural style and design of the community and must not detrimentally affect the integrity of the Properties nor harmony with the natural surroundings. No member of the Committee shall be liable to any Owner for claims, causes of action or damages arising out of the grant of any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the grant of a variance to any Owner shall not constitute a waiver of the Committee's right to strictly enforce the Covenants, Restrictions and architectural standards provided hereunder, against any other Owner.

Section 10. Issuance of a Building Permit. Upon approval of final submittals, a building permit will be issued and construction may begin. All such permits must be prominently displayed at the job site. The issuance and acceptance of the building permit assures that:

- (A) Construction of an approved building will be completed within twelve (12) months from start of construction.
- (B) Construction will be in accordance with approved plans.
- (C) All dwellings in this subdivision shall be of at least 50% masonry construction.
- (D) Any exterior changes after final approval of plans by the Architectural Control Committee must be approved in writing by the Committee prior to Construction of those changes.

(E) Regular inspections may be made by a representative of the Committee.

Section 11. Failure of the Committee to Act. If the Architectural Control Committee fails to approve or to disapprove either the preliminary design plans or the final plans and specifications or to reject them as being inadequate within thirty (30) days after submission thereof, it shall be conclusively presumed that such Committee has approved such preliminary design plan or such final plans and specifications. If preliminary design plans or final plans and specifications are not sufficiently complete or are otherwise inadequate, the Architectural Control Committee may reject them as being inadequate or may approve or disapprove part, conditionally or unconditionally, and reject the balance.

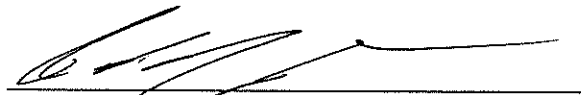
Section 12. Limitation of Liability. Neither the Association, the Architectural Control Committee, nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications.

The Architectural Control Committee shall be duly constituted and shall continue to function for the entire duration of this Declaration, including any extensions thereof.

The Declaration and amendments to the Declaration, except as expressly modified and amended herein, remain in full force and effect and are hereby ratified and confirmed.

IN WITNESS THEREOF, Richard J. Peña, as President of the LOST OAKS HOMEOWNERS' ASSOCIATION, has executed this Fourth Amendment to the Declaration on the 14 day of November, 2006.

LOST OAKS HOMEOWNERS'S ASSOCIATION,
INC.



By: Richard J. Peña

Its: President

STATE OF TEXAS §

§

COUNTY OF BEXAR §

This instrument was acknowledged before me on this 14th day of November 2006,
by RICHARD J. PENA by _____ as President of the LOST OAKS
HOMEOWNERS' ASSOCIATION, INC., a Texas non-profit corporation.



Ruth Gailon Payton
Notary Public, State of Texas

AFFIDAVIT OF ATTESTATION OF CONSENT

STATE OF TEXAS §

§

KNOW ALL ME BY THESE PRESENTS:

COUNTY OF BEXAR §

WHEREAS, on or about the 14th day of November, 2006⁷, an instrument was filed among the real Property Records maintained by the County Clerk of Bexar County, Texas, entitled "Declaration of Covenants, Conditions and Restrictions for Lost Oaks Subdivision", and;

WHEREAS said instrument is filed at Volume 3321, Page 1750 of said Real Property Records, and;

WHEREAS the persons who are signatories to this instrument are owners of real property in the Lost Oaks Subdivisions of Bexar County, Texas, and;

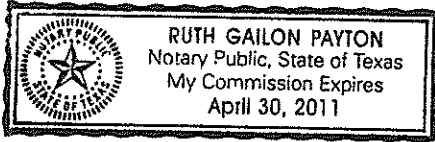
WHEREAS said instrument in Article VIII, Section 3, allows the Owners of property within the Lost Oaks subdivision to, by approval of seventy-five per cent (75%) of the Lot Owners, amend the restrictions and covenants of the Association and;

NOW, THEREFORE, the undersigned does hereby affirm and represent that in accordance with the provisions as set forth in Article VIII, Section 3, of the Declaration, that at least seventy-five percent (75%) of all persons or entities owning real property within the Lost Oaks subdivisions of Bexar County, Texas, have consented to this Fourth Amendment as herein proposed.

Signed and sworn to on this, the 14 day of November, 2006⁷.

Nylanne Scheidegger
_____, Secretary for the Lost
Oaks Homeowners' Association

⁷ This instrument was acknowledged before me on this 14th day of November 2006, by NYLANNE SCHEIDEGGER.



Ruth Gailon Payton

Notary Public, State of Texas

Doc# 20070283991 Fees: \$60.00
12/10/2007 9:26AM # Pages 12
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD 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:

DEC 10 2007



Gerard Rickhoff

COUNTY CLERK BEXAR COUNTY, TEXAS