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AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF LAKEVIEW HILLS SUBDIVISION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SAN JACINTO §

This Amendment to Declaration of Covenants, Conditions, and Restrictions of Lakeview Hills Subdivision, is executed on the date hereinafter set forth by LAKEVIEW HILLS PROPERTY OWNERS ASSOCIATION.

WITNESSETH:

WHEREAS, LAKEVIEW HILLS PROPERTY OWNERS ASSOCIATION (the "Association") is the property owners association (as that term is used and defined in Section 202.001 of the Texas Property Code) for LAKEVIEW HILLS SUBDIVISION, an original 45.0215 acre tract or development in the Matthew Hubert Survey, Abstract 22, San Jacinto County, Texas, which was subdivided and platted into a residential subdivision and recorded in Volume 109, Page 431, Map Records, San Jacinto County, Texas (hereinafter referred to as the "Subdivision"); and

WHEREAS, the Subdivision is subject to certain covenants, conditions and restrictions as set out in that certain Declaration of Covenants, Conditions and Restrictions of Lakeview Hills Subdivision, recorded under Volume 256, Page 164, and amended under Clerk's File No. 04-6783, Clerk's File No. 07-402 and Clerk's File No. 2014-001160, Official Public Records of Real Property of San Jacinto County, Texas (collectively the "Declaration"); and

WHEREAS, Section 209.0041 of the Texas Property Code provides that unless the restrictive covenants applicable to a subdivision provides for a lower percentage, restrictive covenants may be amended only by a vote of sixty-seven percent (67%) of the total votes allocated to the property owners entitled to vote on the amendment; and

WHEREAS, the prior Declaration of Covenants, Conditions and Restrictions of Lakeview Hills Subdivision, recorded on September 22, 2004 under Clerk's File No. 04-6783 in the Official Records of Real Property of San Jacinto County, Texas, provides that the restrictive covenants may be amended by an instrument signed by a majority of the then property owners returning notarized ballots and having said amendment properly recorded; and

WHEREAS, the property owners, having the requisite number of votes in the Association, desire to amend the Declaration and have approved this Amendment and voted to amend the Declaration as herein provided;

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NOW THEREFORE, in consideration of the premises and pursuant to the authority of Section 209.0041 of the Texas Property Code, the Association adopts, reaffirms and ratifies the following amendment and modification to the Declaration and declares that such amendment shall become effective when this instrument, accompanied by the attached Certificate, is filed for record in the Real Property Records of San Jacinto County, Texas, to-wit:

1. Article II of the Declaration is amended to add the following provisions at the end of Article II as follows:

Leasing

The terms "Lease" or "Leasing" shall refer to the occupancy of a residence by any person other than the property owner, for which the Owner receives any consideration or benefit, without limitation, such as a service, fee, or gratuity. "Rent", "Rentals", or "Renting" shall have the same meaning.

1) Notification & Lease Documents:

a) Prior to any lease being signed, the Owner of the residence to be leased shall submit to the Association Executive Board a copy of the lease and provide any additional information regarding the lease and the terms of the lease. Once the Association Executive Board agrees to the terms of the lease, the Owner will provide a signed copy of the lease once executed if requested.

b) The lease shall provide for a minimum term of no less than ninety (90) days. The residence may not be subleased and the lease may not be reassigned during the term. Lease of residence for a term less than ninety (90) days are prohibited.

c) The Owner will provide the renter with a copy of the Deed Restrictions and all tenants will be subject to the provisions of those Restrictions.

2) Occupancy:

a) A leased residence shall be leased in its entirety. No separate rooms, floors, or other areas within the residence can be leased separately.

b) A residence leased shall be restricted to Single-Family occupancy.

c) The number of persons occupying any rental shall be restricted to the number of sleeping accommodations.

d) Leasing of residences other than in strict conformity with Association documents, including short-term rentals is prohibited.

e) In the event of termination of the lease after the tenant has taken occupancy and prior to the end of the minimum term, the Owner may not enter into a new lease. The Board may grant an exception of any new lease if the Owner acted in good faith with no intent to circumvent any requirements established by the Governing Documents of the Association.

f) Property Owners must inform the Property Owner Association Executive Board of their intent for their immediate family to occupy their residence(s). The immediate family will have full access to the Common Areas (marina and swimming pool) as long as the occupants adhere to community restrictions.

3) Restricted Activities:

a) Events conducted on rental property such as large parties, reunions, or any large "get together" shall be restricted and are subject to approval by the Association Executive Board. Large is expressed as exceeding occupancy limits.

b) Parking at a rental property is limited to the property rented and the street along the front of the property rented. No parking of cars, trucks, or trailers will be allowed that restricts the road or access to property not associated with any rented property.

c) Long-term renters (more than 90 day lease) cannot utilize the recreational areas and key unless accompanied by the Owner without written authorization from the Owner and the Association Executive Board.

d) Any activity and/or unauthorized use of the recreation key by renters that results in Association property damage and/or key loss, could result in the Owner being billed for damages, locks re-keyed, and new replacement keys for all property owners.

4) Association Recreational Facilities and Key Restrictions:

Recreation areas (marina and swimming pool) are owned by the Association and are for the use of the Owners and cannot be advertised as an amenity for renters.

a) *2004 Lakeview Hills Property Owners Association By-Laws, Article I, Section2 states that:*

(c) "Common Area shall mean all property owned by the Association for the common use and enjoyment of the lot owners"; and

b) *2004 Lakeview Hills Property Owners Association By-Laws, Article I, Section 4 states that:*
(g) "Recreation keys are the responsibility of the property owner..."

c) *2004 Lakeview Hills Deed Restrictions, Article II , paragraph 1 states that:*
"(marina, utility, pool, and playground) shall be for recreational use by Lakeview Hills Property Owners, who are in good standing (dues paid), WITH their guests."

This document will replace the existing Leasing Amendment dated 1/12/19

Except as specifically amended and modified herein, the Declaration shall remain in full force and effect as originally written.

Attached to this instrument and specifically made a part hereof is a Certificate, signed by the President and Secretary of the Association, certifying that the Owners having at least a majority of the then property owners returning notarized ballots have voted in favor of and approved this amendment.

IN WITNESS WHEREOF, the undersigned President of LAKEVIEW HILLS PROPERTY OWNERS ASSOCIATION has hereunto set my hand this 31 day of July, 2024.

SUZANNE M. DABNEY NOTARY PUBLIC STATE OF TEXAS EXPIRES 07-27-2025 ID # 126949604

LAKEVIEW HILLS PROPERTY OWNER ASSOCIATION

President – Jerry Wooddell

STATE OF TEXAS §
§
COUNTY OF SAN JACINTO §

This instrument was acknowledged before me on this the day 31 of July, 2024, by Jerry Wooddell, President of LAKEVIEW HILLS PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.

SUZANNE M. DABNEY NOTARY PUBLIC STATE OF TEXAS EXPIRES 07-27-2025 ID # 126949604

Notary Public - State of Texas

CERTIFICATE

The undersigned President and Secretary, respectively, certify that, as required by Section 209.0041 of the TEXAS PROPERTY CODE, the foregoing Amendment to the Declaration of Covenants, Conditions, and Restrictions for Lakeview Hills Subdivision has been approved by a vote of at least a majority of the property owners returning notarized ballots and being properly entitled to vote on the amendment.

July 31, 2024
Date

President – Jerry Wooddell

July 31, 2024
Date

Secretary – Thomas Boucher

STATE OF TEXAS §
§
COUNTY OF SAN JACINTO §

This instrument was acknowledged before me on this the 31 day of July, 2024, by Jerry Wooddell, President of LAKEVIEW HILLS PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.

SUZANNE M. DABNEY NOTARY PUBLIC STATE OF TEXAS EXPIRES 07-27-2025 ID # 126949604

Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF SAN JACINTO §

This instrument was acknowledged before me on this the 31 day of July, 2024, by Thomas Boucher, Secretary of LAKEVIEW HILLS PROPERTY OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.

SUZANNE M. DABNEY NOTARY PUBLIC STATE OF TEXAS EXPIRES 07-27-2025 ID # 126949604

Notary Public - State of Texas