

AMENDED DECLARATION #3
OF
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR THE
WEST VIEW SUBDIVISION, UNIT 1,
OF MEDINA COUNTY, TEXAS

STATE OF TEXAS)
)
COUNTY OF MEDINA)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, MARK & SANDRA, LTD., A TEXAS LIMITED PARTNERSHIP, hereinafter called the Declarant, is the Developer and/or the owner of all that certain real property located in Medina County, Texas, described as follows:

WEST VIEW SUBDIVISION, UNIT 1, a subdivision in Medina County, Texas as shown on map or plat of said subdivision of record in Volume 7, Pages 399 -405, of the Plat Records of Medina County, Texas; and

WHEREAS, the Declarant will or has conveyed lot or lots to purchasers of the above described subdivision, subject to certain protective Covenants, Conditions, Easements, Restrictions, Reservations, as herein before recorded in Volume 361, Page 597-605, and subsequently amended and recorded in Volume 368, Page 1172-1173, in the Official Public Records of Medina County, Texas.

WHEREAS, the Declarant retains the right to amend and/or change the Covenants, Conditions, Restrictions and Reservations of WEST VIEW SUBDIVISION, UNIT 1; The Amendment, when recorded, shall be binding upon WEST VIEW SUBDIVISION, UNIT 1, and all persons having an interest therein; such persons having such interest expressly waiving any notice thereof or right to consent thereto.

NOW THEREFORE, in accordance with said right, Declarant hereby amends the Covenants, Conditions, Restrictions, and Reservations of WEST VIEW SUBDIVISION, UNIT 1 as follows: It is hereby declared that all lots of WEST VIEW SUBDIVISION, UNIT 1, shall be held, sold and conveyed subject to the Covenants, Conditions, Restrictions, and Reservations of WEST VIEW SUBDIVISION UNIT 1, and the amendments thereto which are for the purposes of protecting the value and desirability of, and which shall run with, the real property and shall be binding on all parties having any right, title, or interest in or to the above described property or any part thereof, and their heirs, successors, and assigns, and which covenants, easements, restrictions and reservations shall inure to the benefit of each owner thereof, which covenants, conditions, easements, restrictions and reservations remain in effect and are ratified and republished and amended as follows:

AMENDED RESTRICTIONS - WEST VIEW SUBDIVISION UNIT 1.

Restrictions #1 thru #5: Same as recorded in Volume 361, Pages 597 - 605, in the Official Public Records of Medina County, Texas.

Restrictions #6: **Multi-Section Manufactured Homes, and Modular Homes. West View Subdivision Unit 1 shall be for Double Wide, or Site Built Homes only.** New Homes and used homes less than three years of age are acceptable, but all homes, regardless of age or condition, must be approved in writing by the Architectural Control Committee before placement. Also a plot plan showing where the manufactured home improvements will be situated on the lot must be approved in writing by the Committee prior to placement or construction. A photograph must be submitted to the Architectural Control Committee before approval can be granted for used homes and approval shall be granted to manufactured homes whose condition is of sufficiently high quality as to be almost equivalent to new construction. Multi-Section manufactured homes are permitted on all lots. In addition, manufactured homes and modular homes must observe and comply with the following restrictions and limitations, in addition to any other restrictions and limitations contained herein, to wit:

- A. All multi-section manufactured homes must be constructed by a commercial manufacturer and must comply with all standards required by any governmental entity having jurisdiction over the same, as well as with standards promulgated by the National Mobile Home Manufacturers Association.
- B. All multi-section manufactured homes or modular homes must have a minimum of 1100 square feet of living area excluding garages, carports, breezeways and porches and must be at least 24 feet in width. The homes must have a pitched roof of composition shingle or heavy gauge steel panels, and have siding of vinyl, hardboard, or masonry to be acceptable.
- C. All manufactured homes must have wheels, axles, and tongue removed and be placed on a concrete slab or upon blocks or piers at the time they are placed on a lot or tract.

- D. All manufactured homes, after placement on the property, must be skirted prior to occupancy or move-in with masonry, plaster, masonry like veneer board (Hardi-plank, etc.) or a material to match the exterior siding of the residence **Lattice skirting is not acceptable. All skirting material must be approved in writing by the "Committee" at the time the manufactured home is approved in writing.**
- E. All decks and porches for manufactured homes and modular homes that are on the front or visible from the street, must be skirted. Lattice skirting would be acceptable. Plans for these porches and decks must be approved in writing by the Committee prior to construction.
- F. All manufactured homes shall be anchored to the land in the manner prescribed by the Texas Department of Licensing and Regulation or to satisfy the requirements of any lending institution.
- G. Finish-out of all manufactured or modular homes by dealers or home owners must be completed within 60 days of the home's delivery to the property and the home shall not be occupied during this finish out period. Move in may not occur until the finish-out is complete, unless specifically approved in writing by the A.C.C. Finish out includes, (but is not limited to): approved skirting installation, water and electric service in operation, County approved septic system installed, approved driveway and County approved culvert at road, construction of committee approved permanent stairs or deck to the front door, the removal of dirt piles and removal or burning of brush piles.
- H. No out buildings, garages, storage buildings or other buildings may be constructed until after the residential dwelling is complete. Plans for all outbuildings, garages and storage buildings or other improvements must be approved in writing by the Committee prior to construction, along with the plot plan.

Restriction # 7:

Same as recorded in Volume 361, Pages 597-605, in the Official Public Records of Medina County, Texas.

Restrictions #8:

Same as recorded in Volume 368, Pages 1172-1173, in the Official Public Records of Medina County, Texas.

Restriction #9

THE ARCHITECTURAL CONTROL COMMITTEE. There is hereby established an Architectural Control Committee herein referred to as the "Committee". The Committee shall determine if the plans and specifications for any fence, building, or other structure or manufactured home, skirting or other improvements on any tract meets the requirements of these covenants, conditions, restrictions and reservations; determine if the appearance, design, and quality of workmanship and materials are in harmony with the proposed scheme or plan of development of WEST VIEW SUBDIVISION as established by the committee, and approve the location of any such structure with respect to topography and ground elevation. No construction of any structure nor any addition or alteration of any structure or placement of a manufactured home may begin until a plot plan showing where the dwelling and improvements will be situated on the Lot or Tract, and plans and specifications for the same have been approved by the Committee in writing. If approval is granted, construction shall be commenced within six (6) months thereafter, and if not, said approval shall be automatically withdrawn, unless an extension is granted in writing. The building of any approved structure must be completed within nine (9) months of commencement of construction. Defined as the date new materials are first delivered to the job site. Construction plans and specifications shall, as a minimum include plans of all floors and levels involved, together with elevations of all sides of the proposed structure. A section through the structure to explain the relationship of the floor levels and stairs, and notes and/or specifications that describe the materials to be used on the exteriors.

The Committee shall be comprised of no less than three (3) and no more than five (5) members, all of whom, shall be appointed by the Developer until one (1) year after such time as seventy five percent (75%) of the total tracts within all units planned for the entire subdivision is vested in members other than the Developer. At which time the Developer shall no longer appoint the Committee and the Committee shall be composed of the Developer and persons appointed by the Board of Directors of the Association, and they shall thereupon be vested with all rights, powers, and authority herein granted to the Committee. The initial Board of Directors and the initial Committee shall remain in control until they resign and the new Board of Directors has been elected in the first annual meeting of the members and appointed a new Committee in accordance with these conditions. A majority of the Committee may designate in writing a representative to act for it. There shall be no payment of compensation for services performed by the Committee or its members pursuant to these covenants, conditions, restrictions, and reservations

- unless authorized by the Board of the Association and no member of the Committee shall be liable for damages, claims or causes of action arising out of any service performed pursuant hereto.
- Restriction #10 thru #31: Same as recorded in Volume 361, Pages 597-605, in the Official Public Records of Medina County, Texas.
- Restriction #32: **FUTURE UNITS OF WEST VIEW SUBDIVISION.** The Developer, Mark & Sandra, LTD., its successors and assigns shall be allowed to continue additional units of development of West View Subdivision into future units of West View. The right of the Developer, its successors and assigns to add additional units includes the right to vacate and replat Lots and subdivide Lots in existing units without Committee approval.
- Restriction #33: Same as recorded in Volume 361, Pages 597-605, in the Official Public Records of Medina County, Texas.
- Restrictions #34: Same as recorded in Volume 368, Page 1172-1173, in the Official Public Records of Medina County, Texas.
- Restrictions #35 & #36: Same as recorded in Volume 361, Pages 597 - 605, in the Official Public Records of Medina County, Texas.
- Restriction #37: **COVENANTS RUNNING WITH THE LAND.** The covenants, conditions, restrictions, and reservations are hereby declared to be such running with the land and shall be fully binding upon all persons acquiring property in West View Subdivision or any additional property. Whether by descent, devise, purchase, assignment, contract, or otherwise, and any person by the acceptance of Title to any tract or entering into a Contract for the purchase of same, shall thereby agree and covenant to abide by and fully perform all these covenants, conditions, restrictions and reservations. These covenants, conditions, restrictions and reservations shall be binding for a period of thirty (30) years from the date they are filed for record in the Deed Records of Medina County, Texas. Unless changed or amended as provided herein. Said covenants shall be automatically extended upon the expiration of said term for successive periods of ten (10) years unless fifty-one percent (51%) of the members shall in writing (and duly recorded in the Deed Records of Medina County, Texas) elect to terminate the same prior to the expiration of such term. Fifty-one percent (51%) of the members may amend or change these covenants, conditions, restrictions, and reservations in whole or in part at any time after the initial Board of Directors has resigned and the new Board of Directors has been elected in the first annual meeting of the members in accordance with Item #9 and the amendments included herein. Any change or amendment shall be set forth and evidenced by a successor supplemental instrument bearing the signatures of the requisite number of members and the recording of same in the Deed Records of Medina County, Texas. A copy of any change or amendment to these covenants, conditions, restrictions and reservations approved by the fifty-one percent (51%) of the members as described in the previous paragraph shall be forwarded by prepaid mail to all members. Anything herein to the contrary notwithstanding, Developer reserves the right to amend all or any part of these covenants, conditions, restrictions and reservations to such an extent and with such language as may be required by any Federal, State or Local Agency which requests such an amendment as a condition precedent to any approval by any such agency, or by any Federally or State Chartered lending institution as a condition precedent to lending funds upon the security of any Tract thereof. Any such amendment shall be effected by the recordation by Developer of a Certificate of Amendment signed by a duly authorized agent of Developer, with his signature acknowledged, specifying the Federal, State, or Local Governmental Agency or the Federally or State chartered lending institution requesting the amendment and setting forth the amendatory language requested by such agency or institution. Recordation of such a certificate shall be deemed conclusive proof of the agency's or institution's request for such an amendment and such certificate, when recorded, shall be binding upon West View Subdivision and all persons having an interest therein; such persons having such interest hereby expressly waiving any notice thereof or right to consent thereto.
- Restriction #38-42: Same as recorded in Volume 361, Pages 597-605, in the Official Public Records of Medina County, Texas.
- Restrictions #43: Same as recorded in Volume 368, Page 1172-1173, in the Official Public Records of Medina County, Texas.

EXECUTED by said Declarant, this 14th day of December, 2000.

MARK & SANDRA, LTD. (Declarant and Developer)
By: Van's Realty, Inc., the General Partner

By: Mark Van Overborg
Mark Van Overborg, Vice President

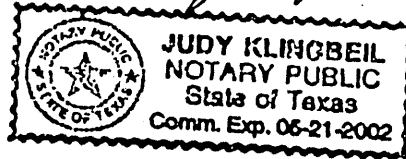
STATE OF TEXAS)
COUNTY OF BEXAR)

Before me, the undersigned authority, on this day personally appeared Mark K. Van Overborg, the Vice President of Van's Realty, Inc., the General Partner of MARK & SANDRA, LTD., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

Given under my hand and seal of office this 14th day of December 2000.

Judy Klingbeil
Notary Public in and for Bexar County Texas.

After recording return to:
MARK & SANDRA, LTD.
4242 Medical Drive, Ste. 5200
San Antonio, Texas 78229



NO PROVISION HERE WHICH RESTRICTS THE SAME RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
THE STATE OF TEXAS
COUNTY OF MEDINA

hereby certify that this instrument was FILED in file number MS
Sequence on the date and at the time stamped hereon by me; and was
duly RECORDED in the Official Public Records of Medina County, Texas
on DEC 26 2000 Elva Miranda, County Clerk

FILED IN MY OFFICE MS
~~KATY WILKINS~~

'00 DEC 26 AM 11 58 Elva Miranda, County Clerk



Kathy Wilkins
COUNTY CLERK
MEDINA COUNTY TEXAS

COUNTY CLERK, MEDINA CO.