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**AMENDMENTS TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR LOST SPRINGS RANCH
SECTION I and SECTION II**

STATE OF TEXAS

COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS:

Pursuant to approval of 66% of the lots owners of Section I and Section II, Lost Springs Ranch, a subdivision of Hays County, Texas, and with the joinder and approval of the developer, Deguello Investments, Inc., and pursuant to authority granted to Deguello Investments, Inc., by the lot owners of Lost Springs Ranch and by the Board of Directors of Deguello Investments, Inc., the following Amendments are hereby filed of record. The Amendments are shown by the underlining.

These Amendments apply to Lost Springs Ranch , Section I, a subdivision of Hays County, Texas, as shown by plat recorded in Volume 7, Page 211, Plat Records of Hays County, Texas; and, Lost Springs Ranch , Section II, Hays County, Texas, as shown by plat recorded in Volume 7, Page 283, Plat Records of Hays County, Texas.

These Amendments amend the following covenants and restrictions:

A) The Declaration of Covenants and Restrictions for Lost Springs Ranch Section I, which are recorded in Volume 1246, Page 501, Official Records of Hays County, Texas, the terms of which are incorporated herein by reference as if fully set forth;

B) The Declaration of Covenants and Restrictions for Lost Springs Ranch Section II, which are recorded in Volume 1277, Page 529, Official Records of Hays County, Texas, the terms of which are incorporated herein by reference as if fully set forth.

Any of the foregoing covenants and restrictions that have not been amended hereby, shall remain intact and in full force and effect, the terms of which are incorporated by reference as if fully set forth herein. These Amendments are for the purpose of establishing a general scheme for the development of the tracts of the Lost Springs Ranch subdivision and for the purpose of enhancing and protecting the value, attractiveness and desirability of said tracts and shall run with the land and be binding on all parties having or acquiring any right, title or interest in the property and which shall inure to the benefit of each owner and these amendments, together with the unamended portions of the above described covenants and restrictions, and any tract shall be held, sold and conveyed subject to these covenants and restrictions.

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AMENDMENTS TO LOST SPRINGS SUBDIVISIONS RESTRICTIONS AND COVENANTS:**Section 1.4 - General Uses and Prohibitions:**

Section (h) is amended to read "Household pets must be restrained or confined within the homeowner's tract, inside a fenced area or within the house. All animals must be properly vaccinated and tagged for identification. No hogs or swine of any kind are permitted within the Addition. Other livestock is permitted provided that there is no more than one (1) head per two and a half acres. In no event shall overgrazing be permitted. Any livestock pens shall be constructed in a professional manner and maintained so as not to become noxious or offensive to others within the Addition. No commercial breeding of any kind is permitted. Poultry or fowl shall be limited to five (5) per acre, no roosters shall be allowed at any time. Barns and pens must be constructed with new materials and with on-site location and design approved by the Committee. Dogs will not be allowed to roam loose. No more than two dogs per tract."

Section (i) is amended to read "No tract or other area in the Addition shall be used as a dumping ground for rubbish or as a site for the accumulation of unsightly materials of any kind, including, but not limited to, brush, lumber, auto parts, household appliances, rusty equipment, disassembled or inoperative cars or other vehicles, equipment, or discarded appliances and furniture. Trash, garbage or other waste material shall be kept in sanitary containers, which containers shall be screened from adjacent properties and streets by a wall, fence, landscaping, structure or other suitable screening. Any materials stored on a lot, such as firewood or other objects and materials, shall be located only in the rear or interior side of the lot. Propane and water or other storage tanks shall be appropriately screened from view by a wall, fence, landscaping or other suitable structure."

Section (j) is amended to read "No tract or improvement on any tract shall be used for business, professional, commercial or manufacturing purposes of any kind; however, a home office incidental to a lot owner's business may be maintained within an owner's residence provided there is no traffic or parking increase created thereby. No noxious or offensive activity shall be undertaken within the Addition, nor shall anything be done which is or may become an annoyance or nuisance in the neighborhood. Nothing in this sub-paragraph shall prohibit an owner's use of a residence for quiet, inoffensive activities, so long as such activities are in compliance with all governmental and zoning requirements and does not interfere with adjoining homeowners' use and enjoyment of their residences and yards."

Section (m) is added to read "For the protection of wells and springs located on Lost Springs Ranch, only biodegradable materials may be used to fertilize lawns, trees, shrubbery, etc. or for the treatment and control of pests, unless otherwise requested and approved by the Declarant or the Committee."

Section (n) is added to read "Should there appear to be possible disease or insect-infestation of any trees or plant life on Lost Springs Ranch, the Declarant or Committee shall contact the property owner on whose property the condition appears to exist to request permission to inspect. Should Declarant or the Committee be unable to reach the property owner, the Declarant or the Committee or their designated representative may enter upon such property solely for the purpose of inspecting

for, preventing and controlling diseased trees and other plant life and insect-infestation of trees and other plant life. If any diseased or insect-infected trees or other plant life are found, the Committee may spray, remove diseased trees and other plant life, and take such other remedial measures as it deems expedient."

Section (o) is added to read "No open fires shall be lighted or permitted except in a contained barbecue unit (while attended and in use for cooking purposes), within a safe and well-designed interior fireplace, or such campfires or picnic fires in recreation and open spaces designated for such use by Declarant or Committee or approved for the burning of brush by the Declarant or Committee with advance notice."

Section 1.5 - Minimum Floor Area for Lost Springs Ranch Section II:

Section 1.5 of the Declaration of Covenants and Restrictions for Lost Springs Ranch *Section II* is amended to read: "The total living area of the main residential structure, as measured to the outside of exterior wall but exclusive of open porches, garages, patios and detached accessory buildings, shall not be less than 2000 square feet unless approved by the Declarant or the Committee."

Section 1.5 - Minimum Floor Area for Lost Springs Ranch Section I:

Section 1.5 of the Declaration of Covenants and Restrictions for Lost Springs Ranch *Section I* is amended to read: "The total living area of the main residential structure, as measured to the outside of exterior wall but exclusive of open porches, garages, patios and detached accessory buildings, shall not be less than 1800 square feet unless approved by the Declarant or the Committee."

Section 1.6 - Side Line and Front Line Setback Restrictions:

The following sentence is added to the end of the existing Section 1.6: "Any barn or pens shall be located a minimum of fifty feet from any property line, unless lesser building setbacks are allowed by either the Covenants and Declarations or with the approval of the Declarant or Committee."

Section 1.7 - Fences and Walls:

Section 1.7 is amended to read "No barbed wire or chain link fences shall be allowed. Fences must be approved by the Declarant or Committee, and must be primarily of wood and/or masonry construction if placed across the front of the lot, or partially across the front or street sides of the lot. Any fence or wall must be constructed of generally accepted standard fencing materials and completed in a professional manner.

Section 1.8 - Carports, Garages and Accessory Buildings:

The caption to Section 1.8 is amended to read as above and the language of Section 1.8 is amended to read "All carports, garages and accessory buildings of whatsoever nature will be of a similar general design, quality and construction as the main dwelling, and located on the tract, per the Committee approved building and site plan."

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Section 1.10 - Driveways:

The following Section 1.10 is added: "In order to protect the surfaces of roads within the subdivision from damage due to loose gravel and other loose road materials, the last 25 feet of all driveways where they meet the subdivision roads shall be paved with asphalt, brick or concrete poured upon the completion of the exterior of the principle residence. Drainage structures under private driveways shall always have a net drainage opening area of sufficient size to permit the free flow of water without backwater."

Section 1.11 - Mailboxes:

Section 1.11 is added to read "At such time, if at all, as the U.S. Postal Service agrees to the delivery of mail to individual lot locations, all mailboxes within the subdivision shall be constructed in a similar design of masonry or stucco construction deemed harmonious with the surroundings, such design to be approved by the Declarant or Committee and to meet with postal authority requirements."

ARTICLE II PROPERTY ASSOCIATION

Section 2.4 - Procedure for Approval:

The following language is added to the end of Section 2.4: "The Committee shall maintain written records of all plans and specifications and requests for variances submitted and copies of documentation of all actions taken on such applications."

Section 2.6-Grounds for Variances from Restrictions:

The following Section 2.6 is substituted for Section 2.6 of the original restrictions for Lost Springs Ranch Section I and II. The original section 2.6, "Continuation" is deemed renumbered as Section 2.7, and any subsequent sections shall be deemed renumbered Section 2.8 ("Liability of Committee") and Section 2.9 ("Interim Committee"). Thus, this Section 2.6 is substituted and shall read, "The Declarant or Committee shall consider requests for variances from the restrictions contained in this Declaration and shall grant such requests for variances (1) if the Committee finds the requested variances to be desirable from the standpoint of balancing the needs of the applicant with the needs of the other Lot Owners, (2) the requested variances are generally consistent and harmonious with the remained of the community, and (3) the requested variances do not adversely affect the value of another Lot."

Section 5.3 - Maintenance and Improvements

The following language will be added to the existing Section 5.3: " Subject to the provisions of Article III, each tract owner shall maintain the exterior of all buildings, fences, walls and other improvements on his/her tract in good condition and repair; shall replace worn and rotten parts; shall regularly repaint all painted surfaces; shall not permit the roofs, rain gutters, downspouts, or exterior portions of the improvements to deteriorate in an unattractive or unsafe manner; and shall maintain trees, brush, and any other landscaping in good condition. In addition, the use and maintenance of the trails, easements and parks shall be the responsibility of those who utilize them, including the general policing, picking up of trash and rubbish and other activities that are attributable to the actual usage of such amenities by the property owners and their guests."

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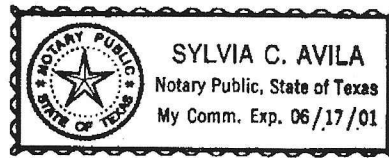
DEGUELLO INVESTMENTS, INC., a Texas corporation

BY: Tom Clarke
Tom Clarke, its President

This instrument was acknowledged before me on December 7, 1998, by Tom Clarke, President of Deguello Investments, Inc., a Texas corporation on behalf of the corporation and on behalf of the Lost Springs Ranch subdivision.

Sylvia C. Avila
Notary public, State of Texas

After recording return to:
Deguello Investments, Inc.
6243 IH 10 West, Suite 940
San Antonio, TX 78201



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Margie T. Villalpando

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MARGIE T VILLALPANDO, County Clerk
HAYS COUNTY