

FIRST AMENDMENT  
to  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
for  
LYNWOOD VILLAGE ENCLAVE

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THE STATE OF TEXAS       §  
  §  
COUNTY OF BEXAR       §

WHEREAS, Lynwood Village, LLC, a Texas limited liability company, as Declarant, caused the instrument entitled "*Declaration of Covenants, Conditions and Restrictions for Lynwood Village Enclave*" ("**Declaration**") to be recorded in the Official Public Records of Bexar County, Texas under Clerk's File No. 20200120621, which Declaration imposes various covenants, conditions, restrictions, easements, liens and charges upon the Property described therein; and

WHEREAS, that instrument entitled, "Supplemental Amendment to Declaration of Covenants, Conditions, and Restrictions for Lynwood Village Enclave, Unit Two (2) [Annexation]" was recorded in the Official Public Records of Bexar County, Texas under Clerk's File No. 20210105133, thereby subjecting the Unit Two (2) Property to the jurisdiction of the Declaration and the Lynwood Village Enclave Property Owners Association, Inc.; and

WHEREAS, the Article VIII, Section 8.1, of the Declaration provides that during the Development Period, Declarant has the authority to amend the Declaration, without the joinder or consent of any other party, so long as an amendment does not materially and adversely affect any substantive rights of the Lot Owners; and

WHEREAS, the Development Period remains in effect; and

WHEREAS, Declarant desires to amend the Declaration in a manner that does not materially and adversely affect any substantive rights of the Lot Owners.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Article II, Section 2.1.114., of the Declaration, entitled "Signs" is hereby amended and restated to read as follows:

SECTION 2.1.14. SIGNS. No sign may be erected or maintained on a Lot if visible from a street in the Community or a neighboring Lot, except:

1. Street signs and such other signs as required by law;
2. Ground mounted political signs as permitted by law;
3. For lease or for sale signs, as permitted by law; and

4. Home security signs and school spirit signs, but only if expressly authorized by guidelines adopted by the Architectural Review Committee and then only in strict compliance with such guidelines.

Notwithstanding the foregoing, no sign may be placed in a location that may puncture the drip irrigation system that has been installed in the front yard of each Duplex. If the drip irrigation system is punctured by a sign, sign post, or other object, the Owner will be responsible for all related repair costs as provided in Section 2.2.3. The best location for an allowed sign is immediately adjacent to and touching a sidewalk or driveway, as the irrigation lines do not run next to sidewalks or driveways. Owners and occupants are encouraged to contact management to discuss sign location prior to placing any sign that is permitted by this section on a Lot.

No sign is permitted on Common Area with the exception of a sign placed on Common Area by Declarant during the Development Period and, thereafter, the Association. Declarant, during the Development Period and, thereafter, the Association, is authorized to go upon a Lot and remove a sign displayed on the Lot in violation of this Section and dispose of the sign without liability in trespass or otherwise.

2. Article II, Section 2.2.3., of the Declaration, entitled "Lot Maintenance" is hereby amended and restated to read as follows:

SECTION 2.2.3. LOT MAINTENANCE. The Association will provide routine landscaping maintenance and irrigation of the front yard of each Duplex. Routine landscaping maintenance includes periodic mowing, weeding, trimming, and pruning, as applicable, as well as irrigation. Each Owner or occupant is responsible for maintenance of all other yard areas on a Lot. Routine maintenance does not include the replacement of dead or dying plants, shrubs, or trees, which are the Owner's responsibility.

As of the filing of this Declaration, front yard irrigation provided by the Association is pursuant to a drip irrigation system comprised of small hoses embedded throughout the front lawn. These hoses can be punctured by sharp objects such as signs, shovels, or other garden equipment. Owners and occupants must use caution at all times to avoid puncturing the hoses. In the event the Owner or occupant of a Lot punctures a hose or otherwise damages the irrigation system, the Owner will be responsible for all repair costs. The Owner agrees to pay such costs, plus twenty-five percent (25%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such costs are secured by the lien created in Article V of this Declaration. Interest thereon at the rate of twelve percent (12%) per annum or the maximum, non-usurious rate, whichever is less, will begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

In no event may an Owner or occupant use a Lot for storage of materials and equipment (except for normal residential requirements or incident to construction

of Improvements thereon as herein permitted) or permit the accumulation of garbage, trash, or rubbish of any kind thereon. An Owner or occupant may not burn anything on the Lot or in a street within the Community; provided that, this provision will not be construed to prohibit cooking on an outdoor pit.

The Board of Directors has the exclusive authority to determine whether a Lot is being maintained in a reasonable manner and in accordance with the standards of the Community, and the Board of Directors' determination will be conclusive and binding on all parties. In the event the Owner or occupant of a Lot fails to maintain the Lot in a reasonable manner and such failure continues after thirty (30) days written notice from the Association, or such longer period, if required by law, the Association may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon the Lot and do all work necessary to secure compliance with this Declaration. All costs incurred by the Association for such work may be charged to the Owner of such Lot. The Owner agrees by the purchase or occupancy of such Lot to pay such costs, plus twenty-five percent (25%) of such costs for overhead and supervision, immediately upon receipt of the corresponding statement. Payment of such costs are secured by the lien created in Article V of this Declaration. Interest thereon at the rate of twelve percent (12%) per annum or the maximum, non-usurious rate, whichever is less, will begin to accrue on such sum on the thirty-first (31st) day after a written invoice is delivered to the Owner.

Except as amended herein, all provisions in the Declaration, as previously amended, remain in full force and effect.

Capitalized terms used herein have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated.

*[Signature page follows.]*

IN WITNESS WHEREOF, the undersigned, being Declarant herein, has executed this First Amendment to Declaration of Covenants, Conditions and Restrictions for Lynwood Village Enclave on this the 24 day of April, 2021, to become effective upon recording in the Official Public Records of Bexar County, Texas.

Lynwood Village, LLC  
a Texas limited liability company

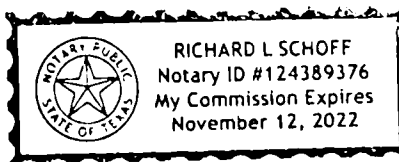
By: [Signature]  
Martin Rico, Manager

THE STATE OF TEXAS §  
§  
COUNTY OF BEXAR §

Before me, the undersigned authority, on this day personally appeared Martin Rico, Manager of Lynwood Village, LLC, known to me to be the person 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 capacity herein stated, and as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24<sup>th</sup> day of April, 2021.

[Signature]  
Notary Public in and for the State of Texas



**File Information**

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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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 eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 4/26/2021 1:03 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk