

LBV PROPERTY OWNERS ASSOCIATION INC.

2015 AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS

PHASE I

Cross reference to Declaration (Doc. #264992), Amendment (Doc. #280222), Real Property Records, Aransas County, Texas; Plat, Volume 5, Pages 89, Map Records, Aransas County, Texas.

LBV PROPERTY OWNERS ASSOCIATION INC.

**2015 AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

PHASE I

This instrument amends the Original Declaration of Covenants Conditions and Restrictions ("CCRs") and is intended modify one paragraph: Article III, Paragraph 3.2 to ADD the lettered paragraphs in this instrument. This instrument complies with the requirements in paragraph 8.2 of the CCRs and has been put to a vote and approved by written, signed ballots representing at least 67% the record owners as is permitted by the Texas Property Code.

Article 3, Paragraph 3.2 of the CCRs is amended to read as follows:

Residential Use. All Lots shall be improved and used solely for single family residential use, inclusive of a garage, fencing and such other Improvements as are necessary or customarily incident to residential use. Nothing in this Declaration shall prevent the rental of an Owner's house for residential purposes, on a long-term basis. Both the Owner and the tenants shall be responsible for compliance with these Restrictions and all Rules and Guidelines adopted by the Board and Architectural Committee.

- a. **Whole Premises, No Subletting:** Any rental must be for the entire premises, including any and all detached structures. Parts of a premises, such as a guest house or "mother-in-law" quarters, may not be separately rented from the main premises. Additionally, owners may not rent rooms or other portions of a premises; subletting of any kind is prohibited.
- b. **Minimum Rental Period.** Any rental shall be for a minimum period of at least 180 days or six calendar months. This paragraph expressly prohibits so-called "short-term" or "vacation" rentals, which are occupancies intended to be less than 30 days in duration. This paragraph expressly prohibits any rental where the intended occupancy of any part of the premises is to be less than 30 days.
- c. **One Lease, One Tenancy:** An owner is permitted only one lease and one tenancy every 180 days or six months.

- d. **Written Lease:** All rentals require a written lease. The lease must, at a minimum, i) make the lessee subject to any and all LBV governing documents; ii) require compliance with all LBV governing documents; iii) state the lease is for 180 days or six months and set forth the rental period; and iv) disclose that a copy of the lease will be provided to the Association.
- e. **Copy of Lease to Association:** Any owner that rents a property must provide the Association with a copy of the written lease. The lease may omit the sensitive personal information defined in Chapter 209.016(a) of the Texas Property Code.
- f. **Rules and Regulations:** The Board, upon a majority vote, may enact rules and regulations to further govern and control rentals and the activities of renters that are consistent with paragraph 3.2. The Board, however, may not i) alter the 180 day/six month rental period, ii) permit subletting; iii) allow more than one tenancy per 180 days/six months; or reduce the amount of the per-day damages figure in Paragraph 3.2(g).
- g. **Penalty for Violation:** An owner that violates any part of Article 3, Paragraph 3.2 shall pay to the Association upon written demand \$1000.00 per day for every day of the violation. If a lessee violates Paragraph 3.2, both the owner and the lessee (the lessee is personally liable) are liable for the damages in this sub-paragraph. The damages in this sub-paragraph also are treated as an assessment, shall be a continuing lien on the property, and can be foreclosed in the same manner as an assessment lien. Further, the damages incurred under this paragraph are also the personal obligation of the owner, and the obligation survives ownership of the property. Only the Association may enforce the damages portion of this paragraph. Additionally, all owners agree that a violation of this paragraph shall entitle the Association, or any other owner, to a temporary and permanent injunction to prevent further violations of and to force compliance with Paragraph 3.2. An applicant for a temporary injunction need not show immediate and irreparable harm or the lack of an adequate legal remedy. None of the remedies in this paragraph are exclusive; any or all of them may be sought.
- h. **Effective date:** This amendment takes effect on January 1, 2016 and applies to all rental occupancies that begin on or after the effective date.


SIGNATURES AND ACKNOWLEDGEMENTS ON NEXT PAGE

EXECUTED THIS THE 4th DAY OF DECEMBER, 2015,

LBV PROPERTY OWNERS ASSOCIATION, INC.



By: Gayly Open, its President



By: Jeanne Hunter, its Secretary

ACKNOWLEDGMENT

State of Texas)
)
County of Aransas)

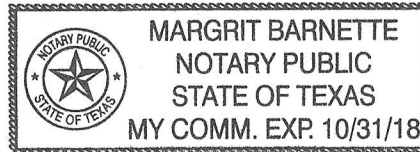
Before me on this day personally appeared Gayly Opem and Jeanne Hunter known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same in the capacity stated for the purposes and consideration expressed.

Given under my hand and seal of office this the 4th day of December, 2015.

Margrit Barrette
Notary Public in and for the State of Texas

After Recording Return to:

LBV Property Owners Association, Inc.
c/o Johnson & Creekmore CPA
2602 Hwy 35 North
Rockport, TX 78382



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**FILED FOR RECORD IN
OFFICIAL PUBLIC RECORDS**

AT 10:34 A.M.

DEC 04 2015

INDEXED

SCANNED

STATE OF TEXAS - COUNTY OF ARANSAS
I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of ARANSAS COUNTY, TEXAS, as stamped hereon by me.



Valerie K. Amason
VALERIE K. AMASON, COUNTY CLERK,
ARANSAS COUNTY, TEXAS

Hubel Jay &

JEANNE HUNTER

WILL PICK UP