



**AMENDED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF LOOKOUT RIDGE, SECTION ONE**

**ARTICLE I  
Basic Information**

Date: 25 November, 2019

Declarant: The undersigned Board of Directors of the Association, representing the Owners of those lots of the Property defined below.

Property Owners Association: LRPOA on Lake Travis, Inc., a Texas nonprofit corporation (the "Association")

Association's Address: PO Box 4357, Lago Vista, Texas 78645

Property: Lots 1 through 22, 25, 26, 28, and 29, LOOKOUT RIDGE, Section One, a subdivision in Travis County, Texas according to the map or plat thereof recorded in Volume 96, Page 37, map and/or plat records of Travis County, Texas

**ARTICLE II  
Definitions**

1. "Amended Declaration" means this Amended Declaration of Covenants, Conditions, and Restrictions of Lookout Ridge, Section One.
2. "Assessment" means any amount due to the Association by an Owner or levied against an Owner by the Association under this Amended Declaration.
3. "Board" means the Board of Directors of the Association.
4. "Bylaws" means the adopted Bylaws of the Association.
5. "Covenants" means the covenants, conditions, and restrictions contained in this Amended Declaration.
6. "Dedictory Instruments" means this Amended Declaration and the Certificate of Formation, Bylaws, and rules of the Association, as amended.
7. "Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.
8. "Lot" means each tract of land designated as a lot in the Subdivision or any portion thereof.

9. "Member" means Owner.
10. "Owner" means every record Owner of a fee interest in the Subdivision.
11. "Plat" means the Plat of the Property recorded in Volume 96, Page 37 of the real property records of Travis County, Texas, and any replat of or amendment to the Plat.
12. "Subdivision" means the Property and any additional property made subject to this Amended Declaration.

### **ARTICLE III Recitations**

WHEREAS, the Owners desire to amend the Declaration of Covenants, Conditions, and Restrictions of Lookout Ridge, Section One, recorded as Document Number 2017075034 and Volume 12578, Page 0658 of the Official Public Records of Travis County, Texas, (the "Prior Declarations"); and

WHEREAS, the presentation and notice requirements of the Texas Property Code ("Code") have been satisfied for amending the Prior Declarations; and

WHEREAS, at least the minimum number of Owners have agreed to this Amended Declaration as required by the Code and the Prior Declarations, and have vested the Board of the Association with the authority to file this Amended Declaration; and

WHEREAS, the Declarant and Owners agree that this Amended Declaration shall amend the Prior Declarations;

NOW, THEREFORE, know all men by these presents that the Owners, by and through the Board, hereby declare that the Prior Declarations are hereby amended and the Subdivision shall be subject to the following Covenants:

### **ARTICLE IV Clauses and Covenants**

#### **A. Imposition of Covenants**

1. The Owners impose this Amended Declaration on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, ownership, or occupancy of any Lot agree that the Subdivision is subject to the Amended Declaration.

2. The Covenants are necessary and desirable to establish a uniform plan for the development and use of the Subdivision for the benefit of all Owners. The Covenants run with the land and bind all Owners, occupants, and any other person holding an interest in a Lot.

3. Each Owner and occupant of a Lot agrees to comply with the Dedicatory Instruments and agrees that failure to comply may subject him to a fine, an action for amounts due to the Association, damages, or injunctive relief.

## B. Plat and Easements

1. The Plat, and all matters shown of record affecting the Subdivision, are part of this Amended Declaration and are incorporated by reference.
2. An Owner may use that portion of a Lot lying in an Easement for any purpose that does not interfere with the purpose of the Easement or damage any facilities. Owners do not own any utility facilities located in an Easement.
3. The Owners and each Easement holder may install, maintain, and connect facilities in the Easements as permitted by the underlying documents

## C. Use and Occupancy of the Lots

1. *Permitted Use.* Each Lot or tract in this Subdivision shall be used for private residential purposes only and shall not be less than 1.5 acres in size.
  - a. The use of Lots or improvements in the Subdivision for any “commercial business” use is expressly prohibited. Examples of “commercial business” use include, but are not limited to: Bed and Breakfast, Day Care, Construction, Storage, Communications/Transmission Towers, Solar Farms, or any other use not for a private residence. However, the use of a home office for “telecommuting” is permitted, so long as regular or substantial client/employee visits to and from a Lot does not result from such use. Other “non-visible” home-office activities such as representation of beauty or health product lines may be approved by the Board on a case by case basis, in the Board’s sole discretion.
  - b. No “commercial motor vehicle”, may be parked in the Subdivision after 10 pm and before 6 am (CT). “Commercial motor vehicle” means a vehicle or combination of vehicles (i) having a gross weight, registered weight, or gross weight rating more than 26,001 pounds, or (ii) designed or used to transport more than 15 passengers, including the driver, or (iii) used to transport hazardous materials in a quantity requiring placarding by a regulation issued under the Hazardous Materials Transportation Act. Construction or service vehicles that require on-site parking for several days can be exempted at the request of the Lot owner if in connection with a permitted use under these Covenants or for the purposes of constructing permitted improvements on a Lot. Government and Utility vehicles in performance of authorized activities are exempt from these restrictions.
2. *Permanent Homes:* The enclosed habitable floor area for all residences shall be of not less than one thousand four hundred (1,400) square feet, exclusive of basement or porches. The building shall be of sound construction. Each dwelling shall have a minimum of one, three-piece bath including at least a lavatory, commode and shower or bath tub, and one sink in the kitchen area. All plumbing shall be connected to a septic tank of size, type, location and installation approved by the governing health authority and in accordance with law.

3. *Completion Time.* Residential construction must be continuous and may not cease for any period longer than sixty (60) days after construction has begun. No barn, storage building or garage shall be erected prior to construction of permanent residence.

4. *Repair and Upkeep.* All structures placed on any Lot, including the main residences or any other structures, must be painted and maintained in a reasonably neat manner. No unsightly or unsanitary conditions shall be allowed to exist on any Lot which, in the opinion of Association, its successors or assigns, shall detract from the over-all attractiveness of the Subdivision. The Association, its successors or assigns, shall have the right to injunction and other legal means to prevent such condition.

5. *Mobile Homes.* No temporary residence of any character, such as a travel trailer, mobile home, tent or shack, shall be used on any Lot at any time as a dwelling, either temporarily or permanently. Inoperable, disabled, or junk cars are not allowed at any time unless within an enclosed garage.

6. *Homeowner's Association.* The Owners of the Lots in the Subdivision previously established the Lookout Ridge Property Owner's Association upon a vote of the majority of the Lot Owners, with each Lot having one (1) vote, such Association being now known as LRPOA on Lake Travis, Inc. (the "Association"). The Association has the powers of a nonprofit corporation and a property owners association under the Texas Business Organizations Code, the Texas Property Code, and the Dedicatory Instruments.

- a. *Bylaws and Rules.* The Association adopted Bylaws which have been duly amended and recorded in the Official Public Records of Travis County, Texas. The Board of the Association may adopt rules that do not conflict with law or the other Dedicatory Instruments. On request, Owners will be provided a copy of any Bylaws and rules. The Bylaws may be further amended in accordance with their terms.
- b. *Membership and Voting.* Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of a Lot. Members have one vote per Lot. When more than one person is an Owner of a single Lot, only one vote may be cast for a Lot.
- c. *Assessments.* The Association, in accordance with the Bylaws, may levy, fix, determine, and collect Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Association, easement and maintenance obligations, and to improve and maintain the common areas. An Assessment is a personal obligation of each Owner when the Assessment accrues. Assessments may include regular or special assessments.
- d. *Lien for Assessments.* All Lots are subject to Assessments. Assessments are secured by a continuing vendor's lien on each Lot, which lien is hereby assigned to the Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Association

to secure Assessments. The lien granted and reserved to the Association is subordinate to any lien granted by an Owner against a Lot which is not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Association's lien as to Assessments due before the foreclosure.

- e. *Enforcement.* The Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Association's lien, or enforce or enjoin a violation of the Dedicatory Instruments.
- f. *Damage to Property.* An Owner is liable to the Association for damage to common areas caused by the Owner or the Owner's family, guests, animals, agents, independent contractors, and invitees in accordance with law.

7. *Livestock, Fowl & Household Pets.* Only horses, chickens (excluding roosters), ducks and household pets may be kept, maintained and cared for on the Subdivision provided they are not kept, bred, or maintained for any commercial purpose. The raising and keeping of equine animals, chickens and ducks shall be permitted only as specifically provided in Sections 8 and 9 respectively. No animal or pet shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no household pets will be allowed on any portion of the Subdivision other than on the Lot(s) of its Owner unless under voice control or on a leash in accordance with Travis County animal control regulations. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration in the Subdivision and no kennels or breeding operation will be allowed.

8. *Equine Animals.* Not more than two (2) equine animals shall be allowed on any Lot of 5 acres or less. Horses on lots over 5 acres in size (or combination of lots) may be permitted at a ratio of one animal per 2.5 acres. The term "equine animal" as used herein shall not include zebras. On lots smaller than 5 acres, a building (stable) specifically constructed for housing equine animals shall be provided. Stables shall include for each equine animal, an enclosed and covered area (stall) having minimum dimensions of twelve feet length by twelve feet width by nine feet height (12'W x 12'L x 9'H). The exterior siding should meet the same quality standards as the primary residence. The intent is to prevent plywood 'shacks' from being erected in the Subdivision. Each stall shall open upon a fenced area (run) with minimum dimensions of twelve feet by forty feet (12'x 40'), with a minimum height of nine feet (9') if covered. Setbacks (Ref: Para 24) shall be observed on stables and run areas. New stables constructed after 1 Jan. 2020 must be set-back at least twenty-five (25) feet from an adjacent property line. The stable and run areas must be kept sanitary and reasonably free of refuse, insects and waste at all times. The construction and maintenance of the stable and run areas as well as the raising and keeping of equine animals shall at all times conform to the then current rules and regulations relating to condition of premises and health and safety of animals and persons promulgated by the Texas Department of Health, or successor authority, for the licensing of riding stables, whether or not such licensing is required. Open grazing of equine animals shall be allowed only in fenced areas and shall be limited to a frequency and duration that will allow continued growth of grasses and will not cause or contribute to soil erosion and/or damage to

trees and shrubs. The Owner of any Lot or Lots used for equine animals shall be responsible for restricting the movement of all such equine animals to that Owner's Lot or lots.

9. *Fowls.* Not more than a total of twenty (20) fowl will be allowed per Lot. .. An enclosure used to keep two or more fowl must be located at least fifty feet (50') from an existing residence (excluding the residence of the fowl's owner or handler) or setback at least forty feet (40') from an adjacent property line when no residence has been built on the adjacent property. The enclosure must be setback fifty feet (50') for front (street facing) enclosures. Chicken coops must be a minimum size of three (3) square feet per chicken and constructed in a manner consistent with the quality standards of the primary residence

10. *Future Purchasers.* These covenants are to run with the land and shall be binding on all parties and all persons claiming under them in perpetuity.

11. *Enforcement.* If any parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any other person or person owning any real property situated in said subdivision, or any committee as provided herein or hereafter, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, and either to prevent him or them from so doing or to recover damages or other obligations for such violation including injunctive relief.

12. *Invalidation.* Invalidation of any one of the Covenants shall not affect the validity of any other of such Covenants, but same shall remain in full force and effect and are intended to apply to all current and future owners of any portion of the Subdivision other than a governmental agency to whom land has been dedicated.

13. *Signs.* No sign shall be erected or maintained on any lot except the following:

- a. Such signs as may be required by legal proceedings.
- b. During the time of construction of any building or other Improvement, one (1) job identification sign not larger than three feet by four feet (3'x4'), having a face area not larger than twelve (12) square feet
- c. Not more than two (2) homeowner identification signs for a maximum combined total face area of twelve (12) square feet.
- d. Two (2) "For Sale" signs to advertise that a lot and Improvements thereon are being offered for sale and having a face area not larger than six (6) square feet on sign facing street, and thirty-two (32) square feet on sign facing lake
- e. Political signs - One political sign per candidate or ballot item may be displayed on each lot provided they are:

- i. Placed on or after the 90th day before the date of the election to which the sign relates and removed not later than the 10th day after the election
- ii. Not larger than four (4) feet by six (6) feet.
- iii. Not attached in any way to plant material, a trailer or vehicle or to any existing structure or object and do not include the painting of architectural surfaces
- iv. Do not contain language, graphics, or any display that would be offensive to the ordinary person or accompanied by music or other sounds or by streamers

14. *Lot Maintenance.* Each owner shall keep that owner's Lot, including setback area, utility easements; drainage easements, or other public or private rights-of-way which traverse such owner's Lot or on which such owner's Lot abuts, free of trash and other unsightly materials.

15. *Clothes Drying Facilities.* Outside clothes lines or other facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot unless they are concealed in such a manner so as not to be visible from neighboring property or from streets or highways.

16. *Hunting, Trapping, Firearms.* Hunting, trapping and discharge of firearms are prohibited within the Subdivision, except as follows:

- a. *Trapping.* Animals causing harm to an Owner's person or property may be trapped and relocated in accordance with provisions and restrictions under state law;
- b. *Discharge of Firearms.* Discharge of firearms shall only be allowed:
  - i. If reasonably necessary to protect one's self, other persons, or property, from imminent harm, in accordance with state law; or
  - ii. to shoot an animal reasonably believed to present, under the circumstances, the possibility of danger to a person.

17. *Dumping.* Dumping of ashes, trash, rubbish, sawdust, garbage, landfill, solid waste and any type of refuse and other unsightly or offensive material is expressly prohibited within the Subdivision.

18. *Waste.* The commission of waste is expressly prohibited within the Subdivision.

19. *Mining.* No mining, quarrying, tunneling, excavation or drilling for exploration or removal of any minerals, including oil, gas, gravel, rocks, earth or earth substances of *any* kind, shall be permitted within the Subdivision.

20. *Obnoxious Activities.* No nuisance, obnoxious or offensive activities shall be carried on any Lot, nor shall any rubbish or debris of any kind be placed or permitted to accumulate on or adjacent to any Lot, and no odors shall be permitted to arise there-from, so as to render any such lot or any portion thereof unsanitary, unsightly, offensive or detrimental to any other party of the property in the vicinity thereof or to its occupants. Without limiting the generality of the foregoing provisions, no exterior speakers, horns, whistles, bells or any other devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such Lot which are audible from neighboring parts of the Subdivision. No use or attendant activity specifically permitted by this Amended Declaration shall ever be considered a violation of this section.

21. *Maintenance of Private Streets.* The Association shall be responsible for the costs of repairing, maintaining and landscaping Lookout Ridge Drive and Lookout Ridge Cove (the "Private Street Maintenance Costs"). The Private Street Maintenance Costs shall be apportioned equally among each Lot Owner. Each Lot Owner covenants and agrees that, beginning January 1, 2020, the Private Street Maintenance Cost shall be fifty percent (50%) of the annual dues owing per Lot per calendar year, subject to increases in accordance with the Dedicatory Instruments. The Association will identify such funds as a separate line item in the Association budget reports. The Private Street Maintenance Cost shall be subject to adjustment by amendment of this Amended Declaration. To secure payment of such charges as levied on the individual Lots, there shall be reserved in each deed (whether specifically stated therein or not) conveying any such Lots, a vendor's lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the Association to secure payment of funds advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot.

22. *Assignment/Maintenance of Private Drive.* The owners of lots 19, 20, 21 have been assigned a non-exclusive easement lying and being situated in Travis County, Texas and described as follows:

- a. TRACT 2: A thirty foot (30') wide strip of land out of that certain 192.7 acre tract of land out of the John D Polk Survey No., 183, Abstract No. 2224, Travis County, Texas, and being a part of a tract of land described in a deed to Minnie Jane Crow by deed dated July 25, 1962, from Hugh Thomas Singleton, et al, recorded In Volume 2649, Page 348 of the Deed Records of Travis County, Texas. Exhibit "A" attached to Prior Declarations remains valid for purposes of defining the "Private Drive".
- b. In addition to the payment of the Private Street Maintenance Costs as set out in Paragraph 21 above, the owners of Lots 19, 20 and 21 shall be exclusively responsible for the costs of repairing and maintaining the Private Drive (the "Private Drive Maintenance Costs"). It shall be the collective obligation of the owners of Lots 19, 20 and 21 to maintain the private driveway in satisfactory condition. What degree of maintenance



shall constitute "satisfactory condition" shall be that degree as determined by majority vote of each lot owner, one vote for each of the three (3) lots. In all events such road shall be maintained as an all-weather road consisting of a caliche based/ranch road material with at least six (6) inches of caliche rock base. Brush shall remain cleared at least five (5) feet on either side of the road. The Private Drive Maintenance Costs shall be subject to adjustment by the vote of the owners of Lots 19 20 and 21 as provided in this Amended Declaration. To secure payment of such charges as levied on the individual lots, there shall be reserved in each deed (whether specifically stated therein or not) conveying any such lots, a vendor's lien for the benefit of all three (3) lots owners, said lien to be enforceable through appropriate proceedings at law by any of the three (3) lot owners; provided, however, that each such lien shall be secondary, subordinate and inferior to all liens, present and future, given, granted and created by or at the instance or request of the owner of any of the three (3) lots to secure payment of funds advanced or to be advanced on account of the purchase price and/or the construction of improvements on any such Lot.

23. *Land Clearing.* In an effort to preserve the natural beauty and integrity of the Subdivision, no Lot shall be clear cut of all native foliage and/or vegetation. Xeriscaping is strongly recommended by the Association.

24. *Setbacks.* All front (street facing) setbacks shall be fifty feet (50'), and side setbacks shall be ten feet (10') unless otherwise required by the Dedicatory Instruments or applicable Law.

## **ARTICLE V Miscellaneous**

1. *Severability.* In the event of the invalidity, partial invalidity or unenforceability of any provisions of this Amended Declaration, such provision shall be deemed stricken from this Amended Declaration and the remainder of this Amended Declaration shall remain in full force and effect.

2. *Enforcement and Non-Waiver.* The Association's Board, if any, or in the case there is no Board of the Association, any individual Lot Owner, shall be entitled to enforce any of the terms and provisions of this Amended Declaration by any action at law or in equity. Failure by the Board or any Owner to so enforce the terms hereof of one violation shall not be deemed a waiver of any breach or failure to adhere to any other violation of the terms and provisions of this Amended Declaration, and particularly shall not be deemed to be a waiver of any subsequent or further breach or failure to adhere to the terms of this Amended Declaration by the same person or a different person.

3. *Covenants Running with the Land.* The terms and provisions of this Amended Declaration shall be deemed to be covenants running with the land and shall be binding upon Declarant, the Owners, the Lots, and their heirs, legal representatives, successors and assigns.

4. *Number and Gender.* Whenever the context of this Amended Declaration so requires, the singular shall include the plural and plural shall include the singular, and any gender shall include all other genders.

5. *Amendment.* This Amended Declaration may be amended at any time by vote of sixty percent (60%) percent of Owners entitled to vote on the amendment. An instrument containing the approved amendment will be signed by the Association and recorded.

\*\*\* *Signatures follow* \*\*\*

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the 25<sup>th</sup> day of NOV., 2019

LRPOA on Lake Travis, Inc., a Texas nonprofit corporation

By: the BOARD OF DIRECTORS:

David Cunningham

Name: David Cunningham (President)

Vivian Homza

Name: Vivian Homza (Secretary / Treasurer)

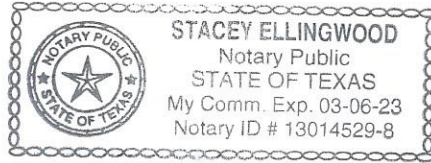
STATE OF TEXAS )

COUNTY OF TRAVIS )

This instrument was acknowledged before me on this 25<sup>th</sup> day of November, 2019 by David Cunningham and Vivian Homza.

Stacey Ellingwood  
Notary Public, in and for the State of Texas

Stamp:



Return Address:  
LRPOA on Lake Travis, Inc.  
P.O. Box 4357  
Lago Vista, TX. 78645



2019189480

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Dana DeBeauvoir, County Clerk  
Travis County, Texas

Dec 03, 2019 10:01 AM

Fee: \$66.00

CAMPOSD