

**SEVENTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR POTRANCO RANCH SUBDIVISION**

**STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF MEDINA §**

The Declaration of Covenants, Conditions and Restrictions for Potranco Ranch Subdivision, recorded at Volume 874, Page 9, *et seq.*, Official Public Records of Real Property of Medina County, Texas (hereinafter the "Declaration"), is hereby amended by 320 Potranco Ranch, L.L.C., a Texas limited liability company, being the "Declarant" as defined in the Declaration, to-wit:

I.

Article 2, Section 2.9 is amended as follows:

2.9 Condition and Repair of Improvements and Landscaping. All Improvements upon the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof. All windows in any Improvement on the Property facing any public or private right-of-way shall have draperies, mini blinds or shutters installed by the resident or Owner thereof. Within ninety (90) days of completion of construction on any Lot, all landscaping on such Lot shown on the Plans and Specifications for the Improvements on such Lot, shall be completed. At all times all vegetation and landscaping on Lots shall be properly maintained with all trees, shrubs, and plantings properly pruned, yards regularly mowed, edged and raked and all areas kept free of trash, debris, weeds and overgrowth. Each Owner shall keep all trees, shrubs, grass and plantings on such Owner's Lot or Lots free of disease and insects consistent with good horticultural practice. Without limiting the generality of the foregoing, each Owner shall promptly treat oak trees on their Lots that show symptoms of oak wilt or other life-threatening diseases in a manner consistent with good horticultural practice. In addition to the foregoing, each Owner shall maintain the section of curb in front and side of their Lots in a neat, trimmed and weed-free condition, and insure that mud or dirt is not allowed to run over onto the street or remain along the curb side in heavy volumes in front of or alongside of their Lot.

II.

Article 2, Section 2.13 is amended as follows:

2.13 Fences, Walls, Dog Runs, and Entryway Improvements. Chain link and other open mesh, wire type fences may not be constructed or maintained on any Lot; provided, however, that a temporary chain link construction fence shall be allowed during construction of a residence to keep trash from being blown to an adjacent Lot. Split-rail fencing shall not be allowed, except for any that exists, with prior approval, at the time of the filing of this Seventh Amendment. All fencing with a wooden composition must be constructed out of cedar privacy fencing with a cap and rail of not more than 6 feet in height, with the posts of each fence to be placed on the side of the fence closest to the house on the Lot. All fences and walls on or immediately adjacent to a Lot boundary line shall be maintained by the Owner of such Lot. Fencing from the front of the residence extending to the side Lot line shall be "game fencing" or wrought iron (metal tubular), or masonry (fencecrete, stone, brick, or stucco) of not more than six foot (6') in height. Fencing along the sides and rear of the Lot (including but not limited to corner lots) shall be "game fencing" or wrought iron (metal tubular) or cedar privacy fencing with a cap and rail of not more than six feet (6') in height. Fencing on lots with a rear lot line backing up to Potranco Road shall be constructed with materials that are consistent with the materials and concept used in the entry of the subdivision. The entryway landscaping and improvements located in the areas shown on Exhibit "C" attached hereto shall be maintained by the Association and the Association is hereby granted an access easement as necessary to allow the Association to repair, replace and maintain such entryway landscaping and improvements. Dog runs shall be no larger than 400 square feet, must be constructed within all easements, to include the property line building setback, and must be constructed of materials consistent with building a fence on the property, if the dog run would be seen from public rights of way or adjacent lots.

All wood fencing will be required to be stained upon the approved stain color by the Architectural Committee.

No provision herein shall create a right for an applicant to construct any particular fence. The Architectural Committee may, in its discretion, prohibit the construction of any proposed fence or wall, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be screened by vegetation or otherwise so as not to be visible from other portions of the Property, for any reason including, but not limited to, an objection by a person owning property adjoining and adjacent to the applicant's property. The decision of the Committee on this issue shall be final.

III.

The Declaration is amended by the adoption of a new section to be added to Article 2, numbered as 2.26, which shall read as follows:

2.26. Holiday and Celebratory Decorations. No Owner shall display any holiday decoration or other decoration in view from any other lot or Common Area except (1) in connection with a nationally-recognized holiday, or (2) in relation to significant personal life events, such as birthdays, marriages, graduations, childbirth, deaths or similar occurrences. In any case no such decoration may be displayed more than thirty days prior to or ten days after the end of any such holiday, event or occurrence, or at any time if it is considered by the Board of Directors, in its sole and absolute discretion, to be offensive, profane, insulting, or lacking in good taste, or constitute an annoyance or nuisance to the community.

IV.

Article 3, Section 3.4(b)(2) is amended to read as follows:

(2) If the Architectural Committee approves such Plans and Specifications, it shall mark both sets of the Plans and Specifications "Approved" with the date thereof, and retain one set for its record and return on set to the Owner. The Owner must commence construction of the Improvements shown in approved Plans and Specifications within three months of the Architectural Control Committee's approval thereof, and thereafter pursue the completion of the construction with reasonable diligence, or such approval shall lapse. Upon written request of an Owner, the Architectural Committee shall grant up to two (2) ten (10) day extension of such approval. If the Architectural Committee approves of Plans and Specifications for a particular Improvement, an Owner may build other Improvements in accordance with such approved Plans and Specifications without submitting full Plans and Specifications for each subsequent Improvement to be constructed. Each submittal for an Improvement utilizing the same Plans and Specifications already approved by the Architectural Committee shall only be required to contain a site plan showing the Lot on which the Improvement is to be constructed and the exact location of the proposed Improvement on such Lot.

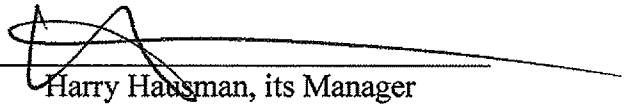
Except as stated above, the Declaration is otherwise ratified, confirmed and carried forward in full force and effect.

Thus adopted by 320 Potranco Ranch, L.L.C., Declarant, which at the time of the execution of this document owns at least one Lot in the Subdivision, and approved by Potranco Ranch, L.P. ("Original Seller") as defined in the Declaration, is the Owner of at least one Lot as

shown on the Master Development Plan, as certified to by the signatures of its representatives below.

Adopted this 18 day of January 2016.

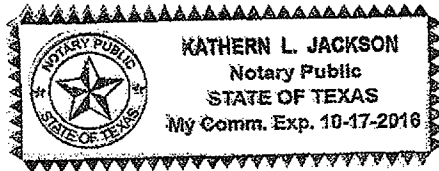
320 POTRANCO RANCH, L.L.C.,
a Texas limited liability company

By: 
Harry Hausman, its Manager

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Before me, the undersigned notary public, on this day personally appeared Harry Hausman, acting on behalf of 320 Potranco Ranch, L.L.C., known to me or proved to me by presentation to me of a governmentally-issued identification card to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 18 day of January, 2016.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:
320 Potranco Ranch, L.L.C.
c/o Diamond Association Management
6391 DeZavala, Suite 223D
San Antonio, TX 78249

6028/001/1358609

FILED AND RECORDED

Instrument Number: 2016000393

Filing and Recording Date: 01/19/2016 10:57:25 AM Pages: 5 Recording Fee: \$38.00

I hereby certify that this instrument was FILED on the date and time stamped hereon
and RECORDED in the PUBLIC RECORDS of Medina County, Texas.



A handwritten signature in black ink, reading "Lisa J. Wernette".

Lisa J Wernette, County Clerk
Medina County, Texas

Filed By The system user Deputy