

## LINDSEY PLACE ASSOCIATION, INC.

DECLARATION OF PROTECTIVE COVENANTS  
ARTICLE 6. PROHIBITED STRUCTURES  
PORTABLE BASKETBALL GOALS

WHEREAS Article VII of the Bylaws grants the Board of Directors with the power to conduct Association business and to protect community harmony by providing guidelines and a procedure to address conditions that disrupt that harmony.

WHEREAS, there is a need to pass a resolution to identify where portable basketball goals can be placed on any lot.

WHEREAS, it is the intent that this rule shall remain in effect until otherwise rescinded, modified, or amended by a majority of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED THAT the following decision has been adopted by the Board of Directors.

Placement of portable basketball goals will be governed by the following rules.

1. In addition to placement at the garage door location, a portable basketball goal may be located beside driveways at a distance not closer than 5' from the expansion joint of the driveway apron.
2. Wherever located, the base should be filled with sand or water as intended so that it is not necessary to stack unsightly materials on the base to keep it in place. At no time will items be allowed to be stacked on the base
3. If stored on the grass beside the driveway, the grass will be routinely edged around the base of the goal.
4. No portable basketball goal shall be stored in a laying down position in view from the street.
5. Backboards and rims shall be maintained so as not to become unsightly.

## AFFIDAVIT OF PRESIDENT

I hereby certify as President of the Lindsey Place Association, Inc., that the foregoing definition of the phrase "Ground Cover" was unanimously adopted and approved by the Board of Directors for the Lindsey Place Subdivision at a meeting of the said Board on the 14 day of May, 2013, at which a quorum was present. I further certify as President of the Lindsey Place Association, Inc., that pursuant to Texas Property Code Section 202.006, the foregoing Resolution is a dedicatory instrument that applies to the operation of Lindsey Place, a subdivision in Bexar County, Texas.



ANNED

LINDSEY PLACE ASSOCIATION, INC.

DEFINITION OF PHRASE "GROUND COVER"  
DECLARATION OF PROTECTIVE COVENANTS FOR  
LINDSEY PLACE SUBDIVISION

WHEREAS Article 14 of the Declaration of Protective Covenants for the Lindsey Place Subdivision dated August 26, 1999, and recorded in the Bexar County Property Records in Volume 8109, pages 1995-2018, provides that owners and occupants of lots in the said subdivision "shall keep and maintain adequate ground cover" thereon but the term "ground cover" is not defined in said Declaration.

WHEREAS pursuant to Article 2 of the said Declaration of Protective Covenants, the Architectural Control Committee established thereunder for the Lindsey Place Subdivision has "the express authority to perform fact finding functions...and shall have the power to construe and interpret any covenant...that may be vague, indefinite, uncertain or capable of more than one construction"; and

WHEREAS the said Architectural Control committee has by resolution adopted unanimously at its meeting held May 14, 2013, a definition of the term "ground cover" as used in the said Article 14 of the said Declaration as follows:

"Ground cover is defined as turf grasses commonly found in south Texas, i.e., St. Augustine, Bermuda, and Zoysia. The use of any other vegetation as ground cover requires the written approval of the Architectural Control Committee prior to any such use."

AFFIDAVIT OF PRESIDENT

I hereby certify as President of the Lindsey Place Association, Inc., that the foregoing definition of the phrase "Ground Cover" was unanimously adopted and approved by the Architectural Control Committee for the Lindsey Place Subdivision at a meeting of the said Committee on the 14 day of May, 2013, at which a quorum was present. I further certify as President of the Lindsey Place Association, Inc., that pursuant to Texas Property Code Section 202.006, the foregoing definition is a dedicatory instrument that applies to the operation of Lindsey Place, a subdivision in Bexar County, Texas.

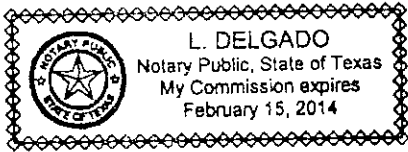
SIGNED this 14<sup>th</sup> day of May, 2013.

By: Jesse Garcia  
Jesse Garcia President  
Lindsey Place Association, Inc.

STATE OF TEXAS        )  
                                  )  
COUNTY OF BEXAR     )

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_  
Jesse Garcia, President of the Lindsey Place Association, Inc., 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 purpose and consideration therein expressed in the  
capacity therein stated and as the act and deed of the Corporation.

Given under my hand and seal of office on this 14<sup>th</sup> day of May, 2013.



L. Delgado  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Lindsey Place Association, Inc.  
c/o Professional Management Assist  
P.O. Box 5069  
San Antonio, TX 78201

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 FILED in File Number Sequence on  
this date and at the time stamped hereon by me and was duly RECORDED  
in the Official Public Record of Real Property of Bexar County, Texas on:

JUN - 7 2013

 Gerard C. Rickhoff  
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20130116272 Fees: \$20.00  
06/07/2013 2:51PM # Pages 2  
Filed & Recorded in the Official  
Public Records of BEXAR COUNTY  
GERARD C. RICKHOFF COUNTY CLERK

SCANNED



**AFFIDAVIT IN COMPLIANCE WITH SECTION 202.006**  
**OF TITLE 11 OF THE TEXAS PROPERTY CODE**

THE STATE OF TEXAS           §

COUNTY OF BEXAR           §

BEFORE ME, the undersigned authority, on this day personally appeared SUZANNE M. SNEED, who, being by me duly sworn according to law, stated the following under oath:

“My name is SUZANNE M. SNEED. I am fully competent to make this Affidavit. I have personal knowledge of the facts stated herein, and they are all true and correct.

I am the owner of Professional Management Assist, the Management Company of LINDSEY PLACE ASSOCIATION, INC., a Texas Non-Profit Corporation (the “Association”). I am also a custodian of records for the Association and I have been authorized by the Association’s Board of Directors to sign this Affidavit.

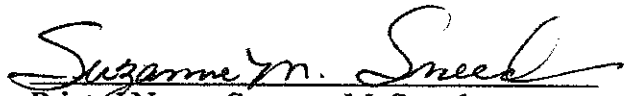
The Association is a “property owners’ association” as that term is defined in *Title 11 of the Texas Property Code*. The Association’s jurisdiction includes, but may not be limited to, Lots 1 through 43, inclusive in Block 1, Lots 22 through 39, inclusive in Block 3, Lots 1 through 26, inclusive in Block 4, all in Lindsey Place Subdivision, Unit 1; and Lots 44 through 83, inclusive in Block 1, Lots 1 through 24, inclusive in Block 2, and Lots 1 through 21, inclusive in Block 3, all in Lindsey Place Subdivision, Unit 2, per the maps or plats thereof heretofore recorded in the Map or Plat Records of Bexar County, Texas. -

Attached hereto are the originals of, or true and correct copies of, the following Resolutions, including known amendments or supplements thereto, governing the Association, which instruments have not previously been recorded:

1. Resolution regarding the operation of a day care business in the Lindsey Place subdivision;

The documents attached hereto are subject to being supplemented, amended or changed by the Association. Any questions regarding the Resolution of the Association may be directed to the Association at P.O. Box 5069, San Antonio, Texas 78201, telephone number 210-733-8398.

SIGNED on this the 19<sup>th</sup> day of August, 2004.

  
Printed Name: Suzanne M. Sneed  
Position Held: Association Manager

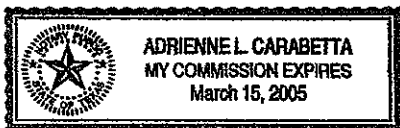
**Verification**

THE STATE OF TEXAS §

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared SUZANNE M. SNEED, who, after being duly sworn stated under oath that she has read the above and foregoing Affidavit and that every factual statement contained therein is within her personal knowledge and is true and correct.

SUBSCRIBED AND SWORN TO BEFORE ME, a Notary Public, on this the 20<sup>th</sup> day of August, 2004.



*Adrienne L. Carabetta*  
\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

LINDSEY PLACE ASSOCIATION, INC.

RESOLUTION Control: # 06-17-2004-1

Subject: Home Based Day-Care

WHEREAS, Article 24 of the Declaration of Protective Covenants of the Lindsey Place Association provides that the restrictions may be amended by an instrument signed by the owners of at least two-thirds (2/3) of the members of the Association; and

WHEREAS, an instrument signed by at least two-thirds (2/3) of the members regarding Article 7 of the Declaration of Protective Covenants of Lindsey Place Association concerning the operation of a home based day care has been presented to the Board; and

WHEREAS, it is the intent that this Resolution shall be applicable to all homeowners, from and after December 31, 2003, and shall remain in effect until otherwise rescinded, modified or amended by a majority of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the following resolution has been adopted by the Association pursuant to the laws of the State of Texas, at a regular meeting of the Board of Directors:

**RECITALS**

A. The Association is charged with certain responsibilities regarding the care, maintenance, and service of certain portions of the Lindsey Place subdivision.

B. The Association requires two-thirds of the owners to agree to any amendment to the Declaration of Protective Covenants.

C. The Board of Directors of the Association has received an instrument signed by two-thirds of the owners to amend Article 7 of the Declaration of Protective Covenants. A copy of said instrument is attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED that the ASSOCIATION does hereby adopt the following amendment in connection with Article 7 of the Declaration of Protective Covenants of Lindsey Place Association:

"Home-based child daycare will be allowed unless voted out by a 2/3 majority of owners in the subdivision. A child daycare must be consistent with the residential character of the dwelling unit, must be subordinate to the residential use, must not have undesirable external effects such as noise or odors, and must not involve hazardous materials. Homeowners or residents shall not use advertising signs or any other advertising media on the premises that calls attention to the fact that the dwelling unit is being used for a home occupation. Thus, the appearance of the dwelling unit shall not be altered, nor shall the home-based child daycare be conducted in a manner that would cause the premises to differ from its residential character. In addition, no person not residing on the premises shall be employed for hire or as a volunteer."

All other provisions of Article 7 shall remain as stated in the Covenants.

15. Notification to Owners. The Association shall cause all owners to be notified of the Resolution to be imposed after the effective date. All other policies and procedures set forth in the Resolution shall be effective immediately.

16. Ongoing Evaluation. Nothing in this Resolution shall require the Association to take specific actions other than to notify homeowners of the adoption of these rules and regulations. The Association has the option and right to continue to evaluate each violation on a case by case basis.

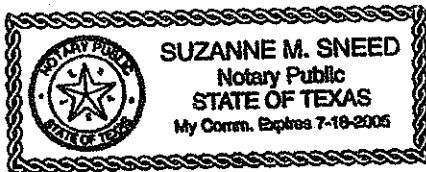
Motion was made, seconded, and approved by the majority vote during the Lindsey Place Association Board Meeting dated June 17, 2004.

Jesse S Garcia  
JESSE GARCIA, Director

Joseph Shaffer  
JOSEPH SHAEFFER, Director  
SHAEFFER

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

This document was signed and acknowledged before me on the 17<sup>th</sup> day of June, 2004, by JESSE GARCIA.



Suzanne M Sneed  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

This document was signed and acknowledged before me on the 17<sup>th</sup> day of June, 2004, by JOSEPH SHAEFFER.



Suzanne M Sneed  
NOTARY PUBLIC, STATE OF TEXAS



# Lindsey Place Homeowners Association Covenants

## Amendment 1 to Article 7

### HOME BASED DAYCARE

Home-based child daycare will be allowed unless voted out by a 2/3 majority of owners in the subdivision. A child daycare must be consistent with the residential character of the dwelling unit, must be subordinate to the residential use, must not have undesirable external effects such as noise or odors, and must not involve hazardous materials.

Homeowners or residents shall not use advertising signs or any other advertising media on the premises that calls attention to the fact that the dwelling unit is being used for a home occupation. Thus, the appearance of the dwelling unit shall not be altered, nor shall the home-based child daycare be conducted in a manner that would cause the premises to differ from its residential character. In addition, no person not residing on the premises shall be employed for hire or as a volunteer.