Book 17044 Page 745 16pgs Doc# 20150005687

**Declaration of Restrictive Covenants of CITY VIEW MODERN SUBDIVISION (IDZ)**

Date:

September 30, 2023

**Basic Information**

Declarant: City View Tobin Hill

Declarant's Address: 3425 Highway 6, Suite 110

Sugar Land. Texas 77478

Property Owners Association: City View Modern Homeowners' Association

a Texas nonprofit association

Property Owners Association's Address: 3425 Highway 6, Suite 110

Sugar Land, Texas 77478

Property: CITY VIEW MODERN SUBDIVISION (IDZ) according to the map or plat thereof recorded in Volume 9668, Pages 1570159 of the Deed and Map Records of Bexar County, Texas, Plat No.120415 **in** the Official Public Records of Bexar County, Texas, being 0.384 acres, establishing Lots 16-27, Block 24, N.C.B. 374, San Antonio, Bexar County, Texas..

**Definitions**

"ACC" means the Architectural Control Committee established in this Declaration. "Assessment'' means any amount due to the Property Owners Association by an Owner or

levied against an Owner by the Property Owners Association under this Declaration.

"Board" means the Board of Directors of the Property Owners Association.

"Bylaws" means the Bylaws of the Property Owners Association adopted by the Board. "Common Area" shall mean those portions of Lots 20 through 27 of the Subdivision over

which the Plat dedicates a "PRIVATE 18' ACCESS, WATER & SEWER ESM"T." as shown and

so labeled and designated thereon.

"Covenants" means the covenants, conditions, and restrictions contained in this Declaration.

"Declarant'' means City View Tobin Hill, Ltd., a Texas limited partnership, and K/T TX Holdings, L.L.C., a Texas limited liability company; and any successors that acquire all unimproved Lots owned by Declarant for the purpose of development and is named as successor in a recorded document.

"Easements" means Easements within the Property for utilities, drainage, and other purposes as shown on the Plat or of record.

"Governing Documents" means this Declaration and the Bylaws, rules of the Property Owners Association, and standards of the ACC, as amended.

"Lot" means each tract of land designated as a lot on the Plat. "Member" means Owner.

"Owner" means every record Owner of a fee interest in a Lot.

"Plat" means the Plat of the Property recorded in Volume 9668, Pages 157-159 of the Deed and Map Records of Bexar County, Texas, Plat No. 120415 in the Official Public Records of Bexar County, Texas.

"Residence" means a detached building designed for and used as a dwelling by a Single Family and constructed on one or more Lots.

"Single Family" means a group of individuals related by blood, adoption, or marriage or a number of unrelated roommates not exceeding the number of bedrooms in a Residence.

"Structure" means any improvement on a Lot (other than a Residence), including a sidewalk, driveway, fence, wall, tennis court, swimming pool, outbuilding, or recreational equipment.

"Subdivision" means the Property covered by the Plat and any additional property made subject to this Declaration.

"Vehicle" means any automobile, truck, motorcycle, boat, trailer, or other wheeled conveyance, whether self-propelled or towed, boat or watercraft of any type.

# Clauses and Covenants

1. **Imposition of Covenants**
   1. Declarant imposes the Covenants on the Subdivision. All Owners and other occupants of the Lots by their acceptance of their deeds, leases, or occupancy of any Lot agree that the Subdivision is subject to the Covenants.
   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 Governing Documents and agrees that failure to comply may subject him to a fine, an action for amounts due to the Property Owners Association, damages, or injunctive relief.

# Plat and Easements

## The Plat, Easements, and all matters shown of record affecting the Property are part of this Declaration and are incorporated by reference.

* 1. 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 located within the Easement.
  2. Neither Declarant nor any Easement holder is liable for damage to landscaping or a Structure in an Easement.
  3. Declarant and each Easement holder may install, maintain, and connect facilities in the Easements.

1. **Use and Activities**

l. *Permitted Use.* A Lot may be used only for an approved Residence and approved Structures for use by a Single Family.

1. *Prohibited Activities.* Prohibited activities are:

## any activity that is otherwise prohibited by the Governing Documents;

* 1. any illegal activity;
  2. any nuisance, noxious, or offensive activity;
  3. any dumping of rubbish;
  4. any storage of-

1. building materials except during the construction or renovation of a Residence or a Structure;

* + 1. vehicles, except vehicles in a garage or Structure or operable automobiles on a driveway; or
    2. unsightly objects unless completely shielded by a Structure;
  1. any exploration for or extraction of minerals;
  2. any keeping or raising of animals, livestock, or poultry, except for common domesticated household pets, such as dogs and cats, not to exceed three confined to a fenced yard or within the Residence;
  3. any commercial or professional activity except reasonable home office use;
  4. the renting of a portion of a Residence or Structure for commercial use;

-3-

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J. the drying of clothes in a manner that is visible from any street or from other lots;

k. the display of any sign except-

1. one not more than five square feet, advertising the Lot for sale or rent or advertising a garage or yard sale; and

u. political signage not prohibited by law or the Governing Documents;

1. installing a mobile home, manufactured home, manufactured housing, motor home, or house trailer on a Lot;

1. moving a previously constructed house onto a Lot;
2. interfering with a drainage pattern without ACC approval;
3. hunting and shooting;
4. occupying a Structure that does not comply with the construction standards of a Residence;
5. parking on the Common Area;
6. conducting any garage or yard sale; and
7. display orinstallation on any Lot of any decorative appurtenances such as sculptures, birdbaths and birdhouses, fountains, or other decorative embellishments, yard art or furniture shall be placed on the residence or in the front or side yard or any other portion of a Lot which is visible from the front or side yard of an adjacent Lot or from a street, unless such specific items have been approved in writing by the ACC, except only, customary seasonal decorations for holidays which must be removed within thirty (30) days after the holiday passes.

# Construction and Maintenance Standards

* 1. *Lots*
     1. *Subdivision Prohibited* No Lot may be further subdivided.
     2. *Easements.* No easement in a Lot may be granted without ACC approval.
     3. *Maintenance.* Except for those areas and/or facilities to be maintained by the Association pursuant to Paragraph D.1.e. following, each Owner must

keep the Lot, all landscaping, the Residence, all Structures and all fences and other improvements thereon in a neat, well-maintained, and attractive condition. Each Owner shall provide reasonable access to adjacent Lot Owners for maintenance of all Structures and all fences. In addition, each Owner shall be solely responsible for repair and maintenance of any water line(s) providing water service to the Residence on such Owner's Lot and any sewer service line(s) connecting to and providing sewer service to the Residence on such Owner's Lot from any common sewer line(s), including any necessary restoration and repairs to any surface areas or other improvements damaged by such repair and maintenance.

* + 1. *Enforcement.* Each Owner of a Lot shall at all times be obligated to maintain his property and all improvements thereupon (and the area between the boundary lines of adjacent property and adjacent Streets if such area is not otherwise maintained), so as to keep same in a clean, sightly and safe condition and to conform with any specific standards which the Board of Directors may adopt. An Owner's maintenance obligation shall include, but not be limited to: the maintenance of all visible exterior surfaces of all buildings and other improvements; the prompt removal of all paper, debris, and refuse; the removal and replacement of dead and diseased trees and plantings; the repair, replacement, cleaning and relamping of all signs and lighting fixtures; the mowing, watering, fertilizing, weeding, replanting and replacing of all approved landscaping.

In the event of the violation of any covenant herein by any Owner or occupant of any Lot and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to enter upon such Lot and to secure compliance with these restrictions and restore such Lot to a neat, attractive, healthful and sanitary condition. The Association may render a statement of charge to the Owner or occupant of such Lot for the cost of such work. The Owner or occupant agrees by the purchase or occupation of the Lot to pay such statement immediately upon receipt. In the event of the failure to pay for such work, the amount of such statement may be added to any other Assessment provided for herein and shall be secured by a lien on the Lot to the same power and effect as a Regular or Special Assessment. The Association, or its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort in connection with the performance of the maintenance and other work authorized herein.

* + 1. *Areas to be Maintained by Association.* The Association shall maintain (i) the paved and gravel surfaces of the driveway constructed on the Common Area,

(ii) the common sewer line installed within the "PRIVATE 18' ACCESS, WATER & SEWER ESM'T." over portions of Lots 20-27 as shown and so labeled and designated on the Plat and (iii) other areas as determined by the Association from time to time.

* 1. *Residences and Structures*
     1. *Aesthetic Compatibility.* All Residences and Structures must be aesthetically compatible with the Subdivision, as determined by the ACC.
     2. *Maximum Height.* The maximum height of a Residence is three stories and a roof deck.
     3. *Required Area.* The total area of a Residence, exclusive of porches, garages, or carports, must be at least 1,000 square feet.
     4. *Location on Lot.* No Residence or Structure may be located in violation of the setback lines shown on the Plat.
     5. *Garages.* Each Residence must have at least a one-car garage accessed by a driveway.
     6. *Damaged or Destroyed Residences and Structures.* Any Residence or Structure that is damaged must be repaired within 90 days (or within a period approved by the ACC) and the Lot restored to a clean, orderly, and attractive condition. Any Residence or Structure that is damaged to the extent that repairs are not practicable must be demolished and removed within 60 days and the Lot restored to a clean and attractive condition.
     7. *Fences, Walls, and Hedges.* No fence, wall, or hedge may be located on a Lot, except for fences that are approved by the ACC.
     8. *Traffic Sight Lines.* No landscaping that obstructs traffic sight lines may be placed on any Lot.
     9. *Satellite Dishes/Antennae*. Except as otherwise provided by applicable law, no antenna, radio receiver, satellite dish or similar apparatus shall be attached to or installed on any portion of the exterior of any Home except in accordance with the rules and regulations established by Developer or the Association as to location, size and method of installation.
     10. *Garbage*: Garbage cans and other receptables containing trash and other debris placed on the curb or outside for collection shall be returned to its respective Lot within twenty-four (24) hours.
     11. *Storage Pods and Other Facilities.* Except as otherwise permitted from time to time by the Board, temporary storage pods, containers or other similar storage facilities shall not be located in the open on a Lot or in the Common Areas, except on a temporary basis. A "temporary basis" as used in the proceeding sentence shall mean (a) usage by the building contractors during the initial construction of the residence, and (b) following the completion of the initial residence, then only by the Owner(s) in connection with their move into the residence or a move out of the residence for a period not to exceed thirty (30) consecutive days in connection with each move in or move out. Whether to allow exceptions to the prohibition contained in this Section is in the discretion of the Board, but Developer recognizes that in times of substantial remodeling of a residence, and possibly other circumstances, it would be appropriate for the Board to allow such items to be stored in the open for a short time.
     12. Parking in Common Areas: Parking is not allowed in Common Areas. If parking is deemed necessary for the maintenance or repair of a property or for moving in/moving out/large item delivery and will exceed thirty (30) minutes in duration, confirmed verbal or written notice must be given to all Owners and Occupants at least twenty-four (24) hours in advance of the event.
  2. *Building Materials for Residences and Structures*
     1. *Roofs.* Only composition roofs may be used on Residences and Structures, unless otherwise approved by the ACC.
     2. *Air Conditioning.* Window- or wall-type air conditioners may not be used in a Residence.
     3. *Exterior Walls.* Composition of all exterior walls on Residences must be approved by the ACC.
     4. *Changes.* No change to original construction of any exterior component of any Residence, including, but not limited to, the layout, composition or color of the exterior walls, trim, or roof, and no change to original installations of landscaping, fences, driveways and other improvements on Lots shall be permitted, unless approved by the ACC.
     5. *Driveways and Sidewalks.* All driveways and sidewalks must be surfaced with materials approved by the ACC and no change in such materials shall be made thereafter unless approved by the ACC.
     6. *Lot Identification.* Lot address numbers and name identification must be aesthetically compatible with the Subdivision.
     7. In the event changes, alterations, or additions are made without the prior approval of the ACC, the Board may: (a) require the Owner to remove all changes, alterations and additions and restore the Home Exterior or to its condition existing immediately prior to such change, alteration or addition, at the sole cost and expense of such Owner, or (b) ratify the actions taken subject to the Owner's compliance with any conditions that the Board may impose.

# Property Owners Association

l. *Establishment and Governance.* The filing of this Declaration establishes the Property Owners Association as an unincorporated nonprofit association that is governed by this Declaration and the Bylaws. The Property Owners Association has the powers of an unincorporated nonprofit association and a property owners association for the Subdivision under the Texas Business Organizations Code, the Texas Property Code, and the Governing Documents.

* + - 1. *Rules.* The Board may adopt rules that do not conflict with law or the other Governing Documents. On request, Owners will be provided a copy of any rules.
      2. *Membership and Voting Rights.* Every Owner is a Member of the Property Owners Association. Membership is appurtenant to and may not be separated from ownership of a Lot.
         1. Members are all Owners, other than Declarant. Class A Members have one vote per Lot. When more than one person is an Owner, each is a Member, but only one vote may be cast for a Lot.

# ACC

* 1. *Establishment*
     1. *Purpose.* The ACC is established as a committee of the Property Owners Association to assist the Property Owners Association in ensuring that all Residences, Structures, and landscaping within the Subdivision are aesthetically compatible and conform to the Governing Documents.
     2. *Members.* The ACC consists of at least 3 persons appointed by the Board. The Board may remove or replace an ACC member at any time.
     3. *Term.* ACC members serve until replaced by the Board or they resign.
     4. *Standards.* Subject to Board approval, the ACC may adopt standards that do not conflict with the other Governing Documents to carry out its purpose. These standards are not effective unless recorded with the county clerk. On request, Owners will be provided a copy of any standards.
  2. *Plan Review*
     1. *Required Review by ACC.* No Residence or Structure may be erected on any Lot, or the exterior altered, unless plans, specifications, and any other documents requested by the ACC have been submitted to and approved by the ACC. The plans and specifications must show exterior design, height, building materials, color scheme, location of the Residence and Structures depicted horizontally and vertically, and the general plan of landscaping, all in the form and detail the ACC may require.
     2. *Procedures*
        1. *Complete Submission.* Within 30 days after the submission of plans and specifications by an Owner, the ACC must notify the submitting Owner of any other documents or information required by the ACC. In the absence of timely notice from the ACC requesting additional documents or other information, the submission is deemed complete.

11. *Deemed Approval.* If the ACC fails to give notice of disapproval of the plans and specifications to the submitting Owner within 30 days after complete submission, the submitted plans and specifications are deemed approved.

* + 1. *Appeal.* An Owner may appeal any action of the ACC to the Board. The appealing Owner must give written notice of the appeal to the Board, and if the appeal is by an Owner who is not the submitting Owner, the appealing Owner must also give written notice to the submitting Owner within 3 days

after the ACC's action. The Board shall determine the appeal within 10 days after timely notice of appeal is given. The determination by the Board is final.

* + 1. *Records.* The ACC will maintain written records of all requests submitted to it and of all actions taken. The Board will maintain written records of all appeals of ACC actions and all determinations made. Any Owner may inspect the records of the ACC and Board, but no Owner may inspect or copy the interior floor plan or security system design of any other Owner.
    2. *No Liability.* The Property Owners Association, the Board, the ACC, and their members will not be liable to any person submitting requests for approval or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any request.

### Assessments

I. *Authority.* The Property Owners Association may levy Assessments to promote the recreation, health, safety, and welfare of the residents in the Subdivision, to fund operating expenses of the Property Owners Association, and to maintain those areas to be maintained by the Association pursuant to Paragraph D.l .e. above. Because such areas and the maintenance thereof do not benefit Lots 16, 17, 18 and 19 of the Subdivision, no assessment shall be made by the Association as to Lots 16, 17, 18 and 19 of the Subdivision for costs to the Association of maintaining the paved and gravel surface of the Common Drive Area. In addition, because such common sewer line does not benefit Lots 16, 17, 18, and 19, of the Subdivision, no assessment shall be made by the Association as to Lots 16, 17, 18, and 19, of the Subdivision for costs to the Association of maintaining the common sewer line installed within the "PRIVATE 18' ACCESS, WATER & SEWER ESM'T." over portions of Lots 20-27 as shown and so labeled and designated on the Plat.

1. *Personal Obligation.* An Assessment is a personal obligation of each Owner when the Assessment accrues.
2. *Creation of Lien.* Assessments are secured by a continuing vendor's lien on each Lot, which lien is reserved by the Declarant and assigned to the Property Owners Association. By acceptance of a deed to a Lot, each Owner grants the lien, together with the power of sale, to the Property Owners Association to secure Assessments.
3. *Commencement.* A Lot becomes subject to Assessments upon completion of construction of a Residence on the Lot and sale thereof to an Owner for occupancy, lease or holding for investment. At such time, such Owner(s) shall pay to the Association an amount equal to the Regular Assessment for one full year to establish operating funds and capital replacement reserves for the Association. During resale transactions of a Residence on a Lot by such Owner(s), the Association shall be paid a reasonable transfer fee, as established by the Board from time to time, for each time the transfer documents are provided, due at the time such documents are furnished by the Association.

-5. *Regular Assessments*

* 1. *Rate.* Regular Assessments are levied by the Board, annually, to fund the anticipated operating and maintenance expenses of the Property Owners Association.
  2. *Changes to Regular Assessments.* Regular Assessments may be changed annually by the Board. Written notice of the Regular Assessment will be sent to every Owner at least thirty days before its effective date.
  3. *Collections.* Regular Assessments will be collected annually in advance, payable on the tenth day of the year and on the same day of each succeeding year.

1. *Special Assessments.* In addition to the Regular Assessments, the Board may levy Special Assessments for any purpose benefiting the Subdivision but requiring funds exceeding those available from the Regular Assessments. Special Assessments must be approved by the Members. Written notice of the terms of the Special Assessment will be sent to every Owner.
2. *Approval of Special Assessments.* Any Special Assessment must be approved by two-thirds (2/3) vote at a meeting of the Members in accordance with the Bylaws.

## *Fines.* The Board may levy a fine against an Owner for a violation of the Governing Documents as permitted by law.

1. *Subordination of Lien to Mortgages.* The lien granted and reserved to the Property Owners Association is subordinate to any lien granted by an Owner against a Lot not prohibited by the Texas Constitution. The foreclosure of a superior lien extinguishes the Property Owners Association's lien as to Assessments due before the foreclosure.

10. *Delinquent Assessments.* Any Assessment not paid within 15 days after it is due is delinquent.

# Remedial Rights

## I. *Late Charges and Interest.* A late charge of $25.00 is assessed for delinquent payments. Delinquent Assessments accrue interest at the rate of eighteen percent (18%) per year. The Board may change the late charge and the interest rate.

1. *Costs, Attorney's Fees, and Expenses.* If the Property Owners Association complies with all applicable notice requirements, an Owner is liable to the Property Owners Association for all costs and reasonable attorney's fees incurred by the Property Owners Association in collecting delinquent Assessments, foreclosing the Property Owners Association's lien, and enforcing the Governing Documents.
2. *Judicial Enforcement.* The Property Owners Association may bring an action against an Owner to collect delinquent Assessments, foreclose the Property Owners Association's

lien, or enforce or enjoin a violation of the Governing Documents. An Owner may bring an action against another Owner to enforce or enjoin a violation of the Governing Documents.

1. *Remedy of Violations.* The Property Owners Association may access an Owner's Lot to remedy a violation of the Governing Documents.
2. *Suspension of Rights.* If an Owner violates the Governing Documents, the Property Owners Association may suspend the Owner's rights under the Governing Documents in accordance with law until the violation is cured.
3. *Damage to Property.* An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents, independent contractors, and invitees in accordance with law.

### Common Area

1. *Common Area Easements.* Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to--
   1. suspend an Owner's rights under the Governing Documents;
   2. grant an easement approved by the Board over the Common Area for utility, drainage, or other purposes; and
   3. dedicate or convey any of the Common Area for public purposes, on approval by a vote of a majority of the Members at a meeting in accordance with the Bylaws.
2. *Permitted Users.* An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents, and invitees, subject to the Governing Documents.
3. *Unauthorized Improvements in Common Area.* An Owner may not erect or alter any Structure on, or clear, landscape, or disturb, any Common Area except as approved by the Board.

### General Provisions

I. *Term.* This Declaration runs with the land and is binding in perpetuity.

1. *No Waiver.* Failure by the Property Owners Association or an Owner to enforce the Governing Documents is not a waiver.
2. *Corrections.* The Board may correct typographical or grammatical errors, ambiguities, or inconsistencies contained in this Declaration, provided that any correction must not impair or affect a vested property right of any Owner.
3. *Amendment.* This Declaration may be amended at any time by vote of sixty-seven percent (67%) of the votes in the Property Owners Association at a meeting in accordance with

the Bylaws. An instrument containing the approved amendment will be signed by the Property Owners Association and recorded.

1. *Conflict.* This Declaration controls over the other Governing Documents.
2. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.
3. *Notices.* Any notice required or permitted by the Governing Documents must be in writing. To the extent required by law, notices regarding remedial rights must be given by certified mail, return receipt requested. All other notices may be given by regular mail. Notice is deemed delivered (whether actually received or not) when properly deposited with the United States Postal Service, addressed to a Member, at the Member's last known address according to the Property Owners Association's records, and the Property Owners Association, the Board, the ACC, or a managing agent at the Property Owners Association's principal office or another address designated in a notice to the Members. Unless otherwise required by law or the Governing Documents, actual notice, however delivered, is sufficient.
4. *Annexation of Additional Property.* On written approval of the Board and not less than sixty-seven percent (67%) of the Members at a meeting in accordance with the Bylaws, the owner of any property who desires to· subject the property to this Declaration may record an annexation agreement that will impose this Declaration and the Covenants on that property.

City View Tobin Hill, LTD. a Texas limited partnership

By its General Partner:

City View GP, L.L.C.

a Texas limited liability company



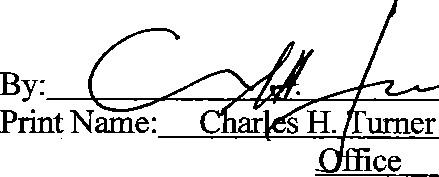
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Title: ChiefExec ·

*K/T T*X HOLDINGS, L.L.C.

a Texas limited liability company



Title: Chief Executive

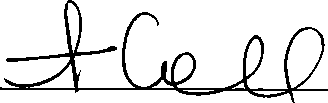
THE STATE OF TEXAS §

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COUNTY OF FORT BEND §

This instrument was acknowledged before me on this *r"J-jJ* day ofDPtQ..,\;V\O-l(2014, by Charles H. Turner, the Chief Executive Officer of City View GP, L.L.C., a Texas limited

liability company and the General Partner of City View Tobin Hill, Ltd., a Texas limited partnership, on behalf of said limited partnership



Notary Public, State of Texas



THE STATE OF TEXAS §

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COUNTY OF FORT BEND §

This instrument was acknowledged before me on this'? 0 Day of *D-eu*Wl\:2eV2014, by Charles H. Turner, the Chief Executive Officer of *KIT* TX Holdings, L.L.C., a Texas limited

liability company, on behalf of said limited partnership

Nota yfkY



RE'.rllm TO: City View Tobin Hill, Ltd., 3425 Hwy. 6,#llO, San Antonio, TX 77478

# CONSENT OF LIENHOLDER

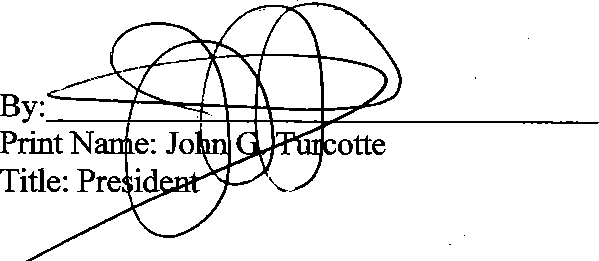
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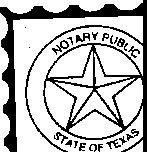
**DECLARATION OF RESTRICTIVE COVENANTS OF CITY VIEW MODERN SUBDMSION (IDZ)**

The undersigned, being a lienholder against certain Lots within the Subdivision described in the foregoing Declaration of Restrictive Covenants, does hereby consent and agree to the foregoing **DECLARATION OF RESTRICTIVE COVENANTS OF CITY VIEW MODERN**

**SUBDMSION (IDZ)** to which this instrument is attached.

Commerce Bank Texas





ROSES BOYER

**My Commission Expires**

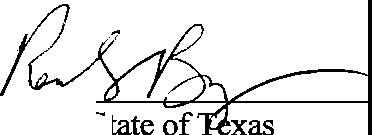
February 24, 2016

THE STATE OF TEXAS

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COUNTY OF BEXAR §

This instrument was acknowledged before me on this the/\_£ day of January, 2015, by John G. Turcotte, President of Commerce Bank Texas, on its behalf.

Notaryft'ublic, S

# CONSENT OF LIENHOLDER

***to***

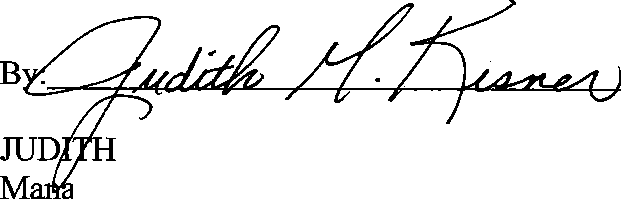
**DECLARATION OF RESTRICTIVE COVENANTS OF**

**CITY VIEW MODERN SUBDIVISION (IDZ)**

The undersigned, being a lienholder against certain Lots within the Subdivision described in the foregoing Declaration of Restrictive Covenants, does hereby consent and agree to the foregoing **DECLARATION OF RESTRICTIVE COVENANTS OF CITY VIEW MODERN**

**SUBDIVISION (IDZ)** to which this instrument is attached.

KISNER HOLDINGS, LTD.

a Texas limited partnership

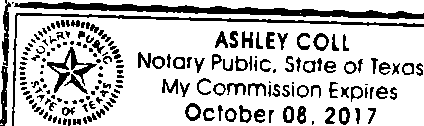
M. KISNER, Co-Trustee of the Kisner gement Trust, its General Partner

THE STATE OF TEXAS §

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COUNTY OF FORT BEND §

This instrument was acknowledged before me on this the'?Oday of December, 2014, by Judith M. Kisner, Co-Trustee of the Kisner Management Trust, General Partner of Kisner Holdings, Ltd., a Texas limited partnership, on behalf of said limited partnership.



*£Co2J*

Notary;ilic, State of Texas

**Declaration of Restrictive Covenants - City View Modem HOAdoc**

Doc# 20150005687

#Pages 16 01/13/2015 1:50PM

e-Filed & e-Recorded in the Official Public Records of BEXAR COUNTY GERARD C. RICKHOFF COUNTY CLERK

Fees $82.00

STATE OF TEXAS COUNTY OF BEXAR

This is to Certify that this document

was e-FILED and e-RECORDED in the Official Public Records of Bexar County, Texas

on this date and time stamped thereon. 01/13/2015 1:50PM

COUNTY CLERK, BEXAR COUNTY TEXAS

