

**THIRD AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LAKEVIEW RANCH, PHASE I**

This Third Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lakeview Ranch, Phase I is effective as of this ____ day of December, 2005.

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lakeview Ranch, Phase I (the "Declaration") was executed by Lakeview Ranch, LP, as Declarant, and recorded in Volume 4613, Pages 00008 through 00044 of the Real Property Records of Denton County, Texas on June 19, 2000;

WHEREAS, the First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lakeview Ranch, Phase I was executed on January 31, 2001 and recorded in Volume 4778, Page 2000 of the Real Property Records of Denton County, Texas;

WHEREAS, the Second Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lakeview Ranch, Phase I was executed as of May 23, 2001 and recorded in Volume 4856, Page 00219 of the Real Property Records of Denton County, Texas;

WHEREAS, as the date hereof, Declarant is a Class B Member of the Lakeview Ranch Homeowners Association;

WHEREAS, at a Special Meeting of the Lakeview Ranch Homeowners Association on November 30, 2005 the Members of the Lakeview Ranch Homeowners Association consented to the following changes to the restrictive covenants set forth in the Declaration; and

WHEREAS, this Third Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions has been executed by Declarant for the purpose of effecting the changes to the Declaration which were approved at said Special Meeting.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 9.04 of the Declaration is amended by deleting the last two sentences thereof and substituting the following therefor:

"Each dwelling constructed on any Lot in the subdivision shall contain a minimum of 2,500 square feet. If a dwelling has more than one-story, then the dwelling shall contain a minimum of 2,000 square feet on the first floor."

2. Section 9.13 of the Declaration is amended by adding the following subsection at the end thereof:

"(g) All primary residential structures located on any Lot must include an attached garage for not less than two cars."

3. Section 9.17 of the Declaration is amended as follows:

- a) by adding the following as the beginning of the first paragraph:

"No privacy fences shall be allowed on any Lots. All fencing shall be maintained to original integrity and color."

- b) by deleting the second sentence of subsection (b) in its entirety.

4. Section 9.20 of the Declaration is amended by deleting the period at the end of the first sentence thereof and adding the following:

“; provided, however, that window air conditioning units will be permitted on accessory buildings so long as such units are screened by mature landscaping (min. 15 gal shrubs) and are not visible from the street. Privacy panels may not be used for screening.”

5. Section 9.22 of the Declaration is amended by deleting the last sentence thereof and substituting the following:

“Recreational equipment or structures (for example, play houses, tree houses, swing sets, trampolines, batting cages, etc.) shall be located behind the primary residence. Metal swing sets are prohibited. Play houses and tree houses shall not be located on any Lot without the prior approval of the Architectural Control Committee.”

6. Section 9.24 of the Declaration is amended by deleting the phrase “on customary holidays” from subsection (ii) thereof.

7. Subsection 9.27(b) of the Declaration is amended by deleting it in its entirety, and substituting therefor the following:

“(b) one horse per acre may be kept on any Lot located in Blocks 9, 10, 11, 12 or 13 of Lakeview Ranch, Phase I.”

IN WITNESS WHEREOF, Declarant has executed this instrument as of the ____ day of December, 2005.

LAKEVIEW RANCH, L.P
a Texas limited partnership.

By: Lakeview Ranch GP, Inc.
a Texas corporation

By: _____
Nicholas Raimondo
President

ACKNOWLEDGMENT

This instrument was acknowledged before me on the ____ day of December, 2005, by Nicholas Raimondo, President of Lakeview Ranch GP, Inc., General Partner of Lakeview Ranch, L.P., on behalf of said limited partnership.

Notary Public, State of Texas

My Commission Expires:

AFTER RECORDING, RETURN TO:

Donald O. Walsh, Esq.
Glast, Phillips & Murray
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