

**Fifth Amendment to The Residential Condominium  
Declaration for The Ricchi Luxury Condominiums**

**THE STATE OF TEXAS §**

**§ KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY OF BEXAR §**

The Residential Condominium Declaration for The Ricchi Luxury Condominiums, executed March 14, 2013, and recorded at Volume 16034, Page 515 of the Official Public Records of Real Property of Bexar County, Texas is hereby amended as follows:

A. To avoid the communal ills, including, among other things, rules violations, abuse and destruction of community and private property and the resultant increase in insurance premiums, and the diminished safety of the Owners, all as often associated with high levels of tenancy, The Ricchi Condominium Owners Association (the "Association") deems restricting and regulating the manner of renting and number of rentals within the community necessary and in the best interests of the owners.

B. This Amendment is intended to restrict the manner and number of rentals in the community and non-owner-occupied units in order to better establish a residential community and help protect livability and property values for all owners.

C. Pursuant to Section 12.3 of the Declaration, the undersigned officer hereby certifies that the vote of Owners holding at least 67% of the Percentage Interests approving this amendment have been obtained approving this Amendment.

**NOW THEREFORE**, the Association hereby amends Article III of the Declaration to add the following: I

Article III, Section 3.2 "Leases" is hereby deleted and replaced with the following:

Rental / Lease Policy.

3.2.1 Rental Cap. No more than **fifteen percent (15%)** of the total Units in the Project may be rented at any given time, equivalent to twelve (12) units (the "Rental Cap").

3.2.2 Application Required. Prior to renting any Unit, an Owner shall apply to the Association. The Association shall review the application and make a determination of whether the rental or lease will exceed the Rental Cap and the Association shall deny the application if it determines that the rental of the Unit will exceed the Rental Cap.

3.2.3 Minimum Requirements. No Owner shall rent less than the entire Unit, and no Owner shall rent such Owner's Unit for an initial term of less than six (6) months.

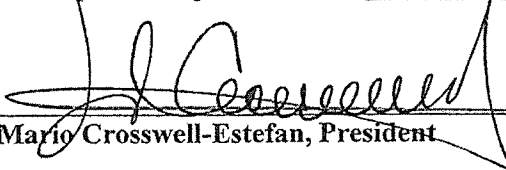
3.2.4 The Lease Agreement. Any lease agreement between an Owner and a lessee must be in writing, and must provide, among other things, that the terms of the lease shall in all respects be subject to the provisions of the Declaration, the Articles of Incorporation of the Association, the Bylaws, and the Rules and Regulations. All lease agreements shall contain as an attachment to the lease agreement, a copy of the current Rules and Regulations of the Association. The lease agreement shall be in a form approved by the Association. Any failure by the lessee to comply with the terms of the Association's governing documents shall constitute a default under the lease and, upon notice to the Owner and a failure of the Owner to remedy violations of their lessee, the Association may require an Owner to terminate a lease agreement. An executed copy of each lease shall be submitted to the Residential Association promptly following execution but no less than 48 hours before the start of each lease term. The Unit Owner should notify the Association in writing of any changes in tenant information during the lease term.

3.2.5 The Board of Directors maintains the authority to adopt rules and regulations to manage the Rental Cap, which may include adopting a waiting list or other restrictions.

3.2.6 Lease Payments by Tenant to Association. In accordance with Section 7.6, If a Residential Tenant occupies a Residence and the Residence Owner of that Residence becomes delinquent in the payment of any Residential Assessment against such Residence, the Residential Association shall have the right, upon written notice to the Residential Tenant and Residence Owner, to collect any rental payments er Unit fails to pay an assessment for more than sixty (60) days after the assessment is due, the Management Committee may demand that the tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly other periodic payment, until the amount due to the Association is paid in accordance with the procedures established by law.

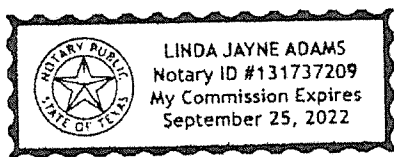
IN WITNESS WHEREOF, THE RICCHI LUXURY CONDOMINIUM ASSOCIATION, INC.

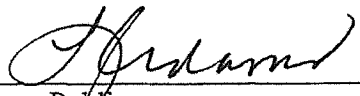
a non-profit corporation, this 13<sup>th</sup> day of April 2022

  
Mario Crosswell-Estefan, President

STATE OF TEXAS  
COUNTY OF BEXAR

On the of 13<sup>th</sup> day of April, 2022, personally appeared before me MARIO CROSSWELL-ESTEFAN who being by me duly sworn did that say he is the President of the Association and that said instrument was signed in behalf of said Association and acknowledged said instrument to be their voluntary act and deed.



  
Notary Public

**File Information**

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

**Document Number:** 20220116746  
**Recorded Date:** May 09, 2022  
**Recorded Time:** 3:09 PM  
**Total Pages:** 3  
**Total Fees:** \$30.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

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 eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 5/9/2022 3:09 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk