



SCANNED

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 281 EAST LAND SAN ANTONIO, TEXAS

STATE OF TEXAS)
COUNTY OF BEXAR)



THIS SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 281 EAST LAND (this "Second Amendment") is made as of this 6 day of January, 2005, by 281 CANYON PARTNERS, LTD., a Texas limited partnership ("Declarant"), and NEWMARK HOMES, L.P., a Texas limited partnership ("Newmark").

WITNESSETH

WHEREAS, 281 East Homeowners Association was organized pursuant to the Master Declaration of Covenants, Conditions and Restrictions for 281 East Land, San Antonio, Texas, executed November 5, 1999, recorded at Volume 8202, Page 524, Official Public Records of Bexar County, as amended by Amendment to Master Declaration of Covenants, Conditions and Restrictions for 281 East Land, San Antonio, Texas, executed May 20, 2004, recorded at Volume 10774, Page 1422, Official Public Records of Bexar County (as so amended, the "Declaration");

WHEREAS, the Declaration imposes certain covenants, conditions and restrictions upon that real property described on Exhibit "A" of the Declaration, and all annexations or supplements thereto;

WHEREAS, pursuant to Article IX, Section 9.2 of the Declaration, the Declaration may be amended and/or changed upon the express written consent of Members having at least seventy percent (70%) of the total outstanding votes of the Members of the Association without regard to class; and

WHEREAS, Declarant and Newmark, by their execution hereof, have consented in writing to the amendment set forth below and hold at least seventy percent (70%) of the total outstanding votes of the Members of the Association.

NOW THEREFORE, Declarant and Newmark amend the Declaration as hereinafter set forth.

1. Article VII, Section 7.4 (b) of the Declaration, as previously amended, is hereby deleted and the following is inserted in its stead:

- (b) When the Maintenance Assessment is computed for Lots, all or a portion of such Maintenance Assessment shall be payable to the Association by the Member according to the status of such Member as follows:
- (i) When the Lot is owned by a Class A Member the full Maintenance Assessment shall be payable.
 - (ii) When the Lot is owned by Declarant one-fourth (1/4) of the Maintenance Assessment shall be payable.
 - (iii) When the Lot is owned by a Class B Member who is also a declarant ("Special Declarant") under a Supplemental Declaration which affects a Neighborhood comprising a part of the Land already subject to this Declaration one-fourth (1/4) of the Maintenance Assessment shall be payable.
 - (iv) When the Lot is owned by a Class B Member other than the Declarant and any Special Declarant one-half (1/2) of the Maintenance Assessment shall be payable.

IN WITNESS WHEREOF, Declarant and Newmark have caused this instrument to be executed as of the date set forth in the first paragraph of this Second Amendment.

DECLARANT:

281 CANYON PARTNERS, LTD.,
a Texas limited partnership


By: Thompson Realty Investment Corporation,
its general partner

By: 
W. T. Field, President

NEWMARK:

NEWMARK HOMES, L.P.
a Texas limited partnership

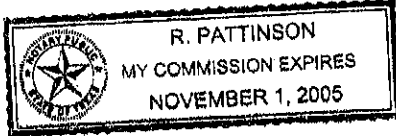
By: TOUSA Homes, Inc., its general partner

By: 
Name: Scott Bennett
Title: President

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me on the 6th day of January, 2005, by W. T. Field, President of Thompson Realty Investment Corporation, general partner of 281 Canyon Partner, Ltd., a Texas limited partnership, on behalf of such partnership.

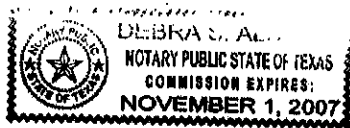


[Signature]
Notary Public, State of Texas

STATE OF TEXAS

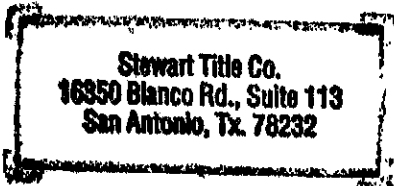
COUNTY OF Bexar

This instrument was acknowledged before me on the 18 day of January, 2005, by Jess Duell Division President of TOUSA Homes, Inc., general partner of Newmark Homes, L.P., a Texas limited partnership, on behalf of such partnership.



[Signature]
Notary Public, State of Texas

RETURN TO:



Doc# 20050014380 Fees: \$18.00
01/21/2005 10:54AM # Pages 3
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRY RICKHOFF COUNTY CLERK

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 the date and at the time stamped herein by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

JAN 21 2005

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[Signature]
COUNTY CLERK BEXAR COUNTY, TEXAS