

Approved by
281 Canyon Partners, Ltd
By: Thompson Realty Invest-
ment Corporation
By: W.T. Field
W.T. Field, President
May 19, 2004

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

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Doc# 20040122528

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, Texas (hereinafter "the Declaration"); and,

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; and,

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, the percentage of Members of the Association required to vote in favor of adopting an amendment has consented in writing to amendments, the text of which are set forth below;

NOW, THEREFORE, be it, and it is hereby, officially decreed by that the Declaration is amended, in the following respects:

I. Driveways and Sidewalks

Article III, Section 3.8, of the Declaration is hereby deleted and the following is hereby added to the Declaration as Section 7.7(a), to-wit:

- 3.8 Driveways and Sidewalks. Each Lot must be accessible to an adjoining street by a driveway suitable for such purposes and approved by the New Construction committee before the dwelling located on any such Lot may be occupied or used. Each Lot must have a sidewalk meeting the requirements of the Americans with Disabilities Act and all ordinances and codes of the City of San Antonio, being at least four feet wide, placed adjacent to the curb line of the adjoining street(s) and approved to by the New

Book 10774 Page 1422

Construction committee before the dwelling located on any such Lot may be occupied.

II. Conveyance of Common Properties

Article IV, Section 4.3(c), of the Declaration, is hereby deleted and the following is hereby added to the Declaration as Section 4.3(c), to-wit:

(c) The right of the Association, subject to approval by written consent by the Member(s) having a majority of the outstanding votes of the Association, in the aggregate, regardless of class, to dedicate or transfer all of any part of the Common Properties (other than the Recreation Center and Recreation Center Land) to any person or entity, for such purposes and upon such conditions as may be approved by the Members.

III. Basis and Amount of Assessments

Article VII, Section 7.4(b), of the Declaration, is hereby deleted and the following is hereby added to the Declaration as Section 7.4(b), to-wit:

(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 other than the Declarant one-half (1/2) of the Maintenance Assessment shall be payable.

IV. Capital Assessments

Article VII, Section 7.5(a) of the Declaration is hereby deleted and the following is hereby added to the Declaration as Section 7.5(a), to-wit:

(a) The Association may levy a capital assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of

an Improvement upon the Properties, Common Properties, including the necessary fixtures and property related thereto.

V. Enforcement

Article IX, Section 9.4 of the Declaration, has been deleted and replaced in whole with the following:

9.4 Enforcement. These Covenants and Restrictions may be enforced by the Declarant and/or the Association against any Person or Persons violating or attempting to violate them by any proceeding at law or in equity, including, without limitation, through actions to enjoin violations, to recover damages, or to enforce any lien created by these Covenants. In addition, the Association, acting through the Board of Directors, may, upon compliance with any applicable legal requirements imposed by Texas law, including, without limitation, Chapter 209, Texas Property Code (also known as the Texas Residential Property Owners Protection Act), upon the satisfaction of all conditions precedent, impose monetary fines on all Persons having been found by the Board of Directors of the Association to have violated the Covenants and Restrictions hereof, which monetary fines shall not exceed \$200.00 per day per violation; provided further that all such fines imposed shall, if unpaid more than after thirty (30) days notice to the Person fined of the imposition, become a charge against the land and a part of the lien established in the Declaration as if they were maintenance assessments. The failure by Declarant or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If an Owner believes that these Covenants and Restrictions have been violated, such Owner (the "Notifying Owner") may deliver written notice thereof to the Board of Directors identifying the violation and the Person violating the Covenants and Restrictions and requesting the enforcement thereof. If, within ninety (90) days after receiving such notice and request the Board of Directors fails or refuses to commence to enforce these Covenants and Restrictions against the Person identified in such written notice as violating them, the Notifying Owner shall have a private right to enforce the Covenants and Restrictions so violated, by legal proceedings at law or in equity, against the Person identified as the violator thereof in the written notice of the Board of Directors.

We, the undersigned President and Secretary of 281 East Homeowners Association, do, by our signatures below, hereby certify that at least seventy percent (70%) of the outstanding votes of all members of the Association have consented, expressly and in writing, to the above and foregoing stated amendment, and as such it has been validly adopted pursuant to Article IX,

Book 19774 Page 1424

Section 9.2, of the Declaration.

Signed on the 20 day of May, 2004.

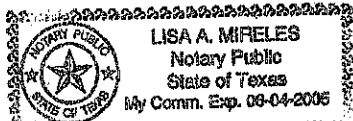
Mitchel Abramsky
Mitchel Abramsky, President
281 East Homeowners Association

Signed on the 20 day of May, 2004.

John E. Fitey
John E. Fitey, Secretary
281 East Homeowners Association

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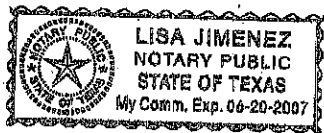
I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the above-named President of 281 East Homeowners Association, Inc., on the date of execution set forth above.



Lisa A. Mireles
NOTARY PUBLIC, STATE OF TEXAS

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I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by the above-named Secretary of 281 East Homeowners Association, Inc., on the date of execution set forth above.



Lisa Jimenez
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:

Tom L. Newton, Jr.
ALLEN, STEIN & DURBIN, P.C.
6243 IH 10 West, Suite 700
San Antonio, Texas 78201

5001001/368560

Any provision herein which purports to limit, restrict, or otherwise affect the sale, or use of the described real property because of race is hereby declared to be void 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 hereon by me and was duly RECORDED
in the Official Public Record of Real Property of Bexar County, Texas on:

JUN - 1 2004



Serry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

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Pages 5
06/01/2004 04:13:41 PM
Filed & Recorded in
Official Records of
BEXAR COUNTY
SERRY RICKHOFF
COUNTY CLERK
Fees \$22.00

Book 10774 Page 1426