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SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR THE ENCLAVE AT CANYON LAKE, A PLANNED UNIT DEVELOPMENT

THE STATE OF TEXAS

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COUNTY OF COMAL

WHEREAS, reference is made to that certain Declaration of Restrictive Covenants, Conditions and Restrictions for THE ENCLAVE AT CANYON LAKE, A PLANNED UNIT DEVELOPMENT, dated March 28, 2006 recorded under Clerk's File No. 200606014121 of the Official Records of Comal County, Texas, (hereinafter referred to as the "Declaration"); and

WITNESSETH

WHEREAS, Article 8, Section 3 of the Declaration provides that the Declaration may be amended by the Declarant so long as Class B membership exists; and

WHEREAS, the undersigned owner in THE ENCLAVE AT CANYON LAKE, A PLANNED UNIT DEVELOPMENT, is the Declarant and a Class B member and desires to make certain amendments to the Declaration, as more particularly hereinafter set forth; and

WHEREAS, all initially capitalized, undefined terms used herein shall have the meanings set forth in the Declaration.

NOW, THEREFORE, pursuant to the applicable provisions of the Declaration, the undersigned does hereby amend the Declaration as follows, all of which amendments shall constitute covenants running with the real property and shall be binding upon all parties having any right, title or interest in the properties described in the Declaration, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

- 1. <u>Amendment to Article 1, Section 6</u>. The undersigned does hereby agree that Article 1, Section 6 of the Declaration is hereby deleted in its entirety and is replaced with the following, which shall be substituted as Article 1, Section 6 for all purposes:
 - 1. Declarant declares that the property above described as constituting THE ENCLAVE AT CANYON LAKE, A P.U.D. shall be hereafter held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, conditions, restrictions, easements, charges, and liens hereinafter set forth, and shall hereafter be subject to the jurisdiction and assessments of The Enclave at Canyon Lake Community Association, Inc. IT SHOULD BE NOTED, HOWEVER, THAT MANY OF THE PERIMETER LOTS ARE ADJACENT TO UNRESTRICTED OR LESS RESTRICTED PROPERTY.

- 2. <u>Amendment to Article 5, Section 16</u>. The undersigned does hereby agree that Article 5, Section 16 of the Declaration is hereby deleted in its entirety and is replaced with the following, which shall be substituted as Article 5, Section 16 for all purposes:
 - 16. MINIMUM AREA. The living area of each residence constructed on a Lot shall contain the minimum, contiguous square feet of living space set forth below, such square feet being exclusive of open or screened porches, terraces, patios, driveways, carports, garages and living quarters for domestic servants separated or detached from the primary living area, to wit:
 - (a) If single story 2,800 square feet of living area, except Lots 29-33 shall have a minimum of 3,200 square feet of living area.
 - (b) If two story 3,400 square feet of living area, with 2,400 square feet living area on the ground floor; except Lots 29-33 shall have a minimum of 3,800 Square feet of living area, with a minimum of 2,800 square feet living area on the ground floor.
- 3. <u>No Further Amendment</u>. Except as expressly amended hereby, the Declaration remains in full force and effect in accordance with its original terms.
- 4. <u>Counterparts</u>. This agreement may be executed in multiple counterparts, and each counterpart when fully executed and delivered shall constitute an original instrument, and all such multiple counterparts shall constitute but one and the same instrument.

EXECUTED on the dates set forth below in the acknowledgments, to be effective as of March 28, 2006.

THE ENCLAVE AT CANYON LAKE LTD., a Texas limited partnership

By: J. B. LONG INVESTMENTS, LLC a Texas limited liability company General Partner

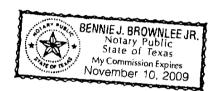
Johnnie K. Long, Chairman of Manage STATE OF TEXAS §
COUNTY OF COMAL §

This instrument was acknowledged before me on the <u>30</u> day of July, 2006, by Johnnie R. Long, Chairman of J.B. LONG INVESTMENTS, LLC, a Texas limited liability company, General Partner of THE ENCLAVE AT CANYON LAKE, LTD., a Texas limited partnership, on behalf of said partnership.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

JOHNSON, CHRISTOPHER, JAVORE & COCHRAN, INC. 5802 N.W. Expressway San Antonio, Texas 78201-2851



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