

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

③ FOR THE ENCLAVE AT CANYON LAKE, A PLANNED UNIT DEVELOPMENT

THE STATE OF TEXAS §
 §
COUNTY OF COMAL §

WITNESSETH

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 April 7, 2006 recorded under Clerk's File No. 200606014121 of the Official Records of Comal County, Texas, (hereinafter referred to as the "Declaration");

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 Article 8, Section 4 of the Declaration provides that the Declaration may be amended by the vote of seventy-five percent (75%) of the Lots within THE ENCLAVE AT CANYON LAKE, A PLANNED UNIT DEVELOPMENT;

WHEREAS, the undersigned owner of one hundred percent (100%) of the Lots in THE ENCLAVE AT CANYON LAKE, A PLANNED UNIT DEVELOPMENT, as a Class B member desires to make certain amendments to the Declaration, as more particularly hereinafter set forth;

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. Amendment to Article 3, Section 5. The undersigned does hereby agree that Article 3, Section 5 of the Declaration is hereby deleted in its entirety and is replaced with the following, which shall be substituted as Article 3, Section 5 for all purposes:

5. **BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.**
The annual assessment for all Lots shall be determined by the Board of Directors in the manner provided for herein, after determination of current maintenance costs and anticipated needs of the Association during the year for which the assessment is being made. The maximum annual assessment for Lots may be increased by vote of the Members as provided herein. As provided in Article 5.18, the Board of Directors shall have the power to adjust assessments on consolidated Lots.

2. Amendment to Article 3, Section 6. The undersigned does hereby agree that Article 3, Section 6 of the Declaration is hereby deleted in its entirety and is replaced with the following, which shall be substituted as Article 3, Section 6 for all purposes:

6. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment on Lots, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on or which is a part of the Common Facilities, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners at least thirty (30) days in advance which shall set forth the purpose of the meeting.

3. Amendment to Article 3, Section 9. The undersigned does hereby agree that Article 3, Section 9 of the Declaration is hereby deleted in its entirety and is replaced with the following, which shall be substituted as Article 3, Section 9 for all purposes:

9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS; DUE DATE. The annual assessments provided for herein shall commence as to all Lots on such date as may be determined by the Board of Directors of the Association. The assessments for each calendar year shall become due and payable and shall be collected as the Board of Directors of the Association shall determine. The amount of the annual assessment shall be an amount which bears the same relationship to the annual assessment established by the Board of Directors as the remaining number of months in that year bear to twelve. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment. All Common Facilities shall be exempt from the Assessments and liens created herein. Notwithstanding any other provision contained in this Declaration to the contrary, in no event shall Declarant be obligated to pay any Assessments attributable to any Lots owned by Declarant unless and until a completed Dwelling is situated thereupon.

4. No Further Amendment. Except as expressly amended hereby, the Declaration remains in full force and effect in accordance with its original terms.

5. Counterparts. 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 effective the 10th day of April, 2006.

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

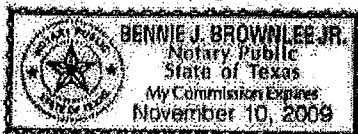
By: J. B. LONG INVESTMENTS, LLC
a Texas limited liability company
General Partner

By: 
Johnnie R. Long,
Chairman of Managers

STATE OF TEXAS

COUNTY OF COMAL §

This instrument was acknowledged before me on the 10th day of April, 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

Doc# 200606014816
Pages 3
04/13/2006 11:45AM
Official Records of
COMAL COUNTY
JOY STREETER
COUNTY CLERK
Fees \$24.00





Doc# 200606014816