

STATE OF TEXAS §

COUNTY OF CALDWELL §

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
THE MEADOWS AT CLEARFORK SUBDIVISION, SECTION 1**

WHEREAS that certain Declaration of Covenants, Conditions and Restrictions for The Meadows at Clearfork Subdivision, Section 1 is filed at Volume 370, Page 387 (and as Document No. 041013) in the Official Public Records of Caldwell County, Texas, (together with any amendments filed of record, the "Declaration");

WHEREAS the undersigned, in its capacity as Declarant under the Declaration, currently owns one or more of the residential lots subject to the Declaration and, pursuant to Section 4.03 of the Declaration, retains the authority to unilaterally amend the Declaration; and

WHEREAS Declarant desires to amend the Declaration as provided herein;

THEREFORE the following sections of the Declaration are hereby amended and restated so that each reads in its entirety as provided below.

1. Section 1.06.

"1.06 Common Assessment" or "Assessment" means the charge against each Lot and each Owner thereof for allocable portions of the Common Expenses. However, obligations of Declarant for Assessments on Lots owned by Declarant shall be as provided in Section 5.07."

2. Section 2.03

"2.03 Parking, Driveways and Storage Buildings. All residences must have parking and driveway areas (driveway areas over which vehicles pass on the way to the garage or carport do not qualify as parking areas) for at least two automobiles, which improvements may be located on the front, side or rear of the residence. An Owner is permitted to place or construct one or more storage buildings on a Lot, so long as the Owner receives prior approval from the Committee after submitting appropriate plans and specifications, including details about materials and design. In addition to other requirements imposed by the Committee, such storage building(s) must: (i) be constructed of new materials similar to or compatible with the main residence; (ii) be located on the side or rear of the residence; (iii) have a peaked roof made of composition shingles, metal or tile; (iv) conform to all building codes adopted by the City of Lockhart; (v) have no side longer than 10 feet (i.e., maximum footprint of 10' x 10'); and (vi) be no higher than eight feet in height, measured from natural grade to the highest point of the storage building (i.e., the height of any foundation is to be included in the measurement)."

3. **Section 4.03**

"4.03 Duration and Amendment. The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Declarant, the Owner of any Lot, the Association, and their respective representatives, heirs, successors, and assigns, and, unless amended as provided herein, shall be effective for a term of 20 years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of 10 years each. The covenants, conditions and restrictions of this Declaration may be amended by the Owners with the approval of 60 percent of the votes present and voting (whether in person or, if permitted under the Bylaws, by proxy) at a meeting of the Association at which a quorum has been established. For purposes of such a vote, the quorum level shall be the greater of (i) 20 percent of the eligible votes, or (ii) the quorum level set for membership meetings in the Bylaws. The notice issued for such meeting, whether an annual or special meeting, must state that the purpose of the meeting (whether in whole or in part) is to consider and vote upon potential amendments to the Declaration. No amendment shall be effective until recorded in the Official Public Records of Caldwell County, Texas. Notwithstanding anything contained herein to the contrary, for so long as Declarant owns one or more Lots, Declarant shall have the sole right to amend the provisions of this Declaration."

4. **Section 5.07**

"5.07 Assessments.

(a) All Owners, except the Declarant, shall be obligated to pay the estimated Common Assessments imposed by the Association to meet the Common Expenses. Common Assessments for the estimated Common Expenses shall be due monthly in advance on or before the first day of each calendar month. By resolution of the Board, the frequency of collection of Common Assessments may be altered to a quarterly or yearly frequency. If an Owner fails to pay the Common Assessment applicable to his Lot by the day such assessment is due, the Board shall have the right to impose and assess a late charge in such amount as may be established by the Board from time to time. Declarant shall fund any shortfall in the Association budget until such time as Declarant no longer owns any Lots."

5. **Section 5.09**

"5.09 Determination of Assessments. The assessments to be paid by all of the Owners, excepting Declarant, shall be determined by the Board of Directors based upon the cash requirements necessary to provide for the payment of all Common Expenses. Examples of expenses that will be taken into account in making this determination include, among other items, taxes, governmental assessments, landscaping and grounds care, common area lighting, repairs and renovation, garbage collections not paid for by Owners directly, wages, water charges, legal and accounting fees, insurance, management costs and fees, expenses and liabilities incurred by the Association or Managing Agent under or by reason of this Declaration, payment of any deficit remaining from a previous period and the creation of a reserve contingency fund. The omission or failure of the Board to fix the assessment for any calendar month, quarter or year shall not be deemed a waiver, modification, or release of the Owners from the obligation to pay Common Assessments."

6. Section 5.10

"5.10 Owner Obligations for Assessments and Mid-Year Alterations of Assessments.

(a) All Owners, except Declarant, shall be personally obligated to pay the Common Assessments imposed with respect to his Lot by the Association to meet the Common Expenses. The Common Assessments shall be imposed equally on the Owners of all Lots, other than Declarant, on a per-Lot basis.

(b) If the Board determines at any time during the calendar year that an increase or decrease in the amount of the Common Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board shall call a special meeting of the Owners. By the assent of a majority of Owners present in person or by proxy at the meeting, the amount of the Common Assessment for the remainder of such year may be altered. The new Common Assessment shall remain in effect until a new amount is established."

7. Section 5.11

"5.11 Special Assessments For Improvements. In addition to the regular Common Assessments authorized by this Declaration, the Board of Directors may levy in any calendar year a special Common Assessment or Assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected major repair or replacement of a described capital improvement constituting or to constitute part of the Common Elements or otherwise defraying other unanticipated costs.

Such special assessment shall be imposed upon the Owners, except Declarant, equally on a per-Lot basis; provided however, that no such special Common Assessment shall become effective until the same has received the affirmative vote of at least two-thirds of the total votes cast, in person or by proxy, at a special meeting of the members of the Association to be called for the purpose of such vote, notice of which special meeting shall be given to each member in accordance with the provisions of the Bylaws of the Association regarding notices of special meetings. At any such meeting the membership may by the required affirmative vote aforesaid, amend or modify any such special Common Assessment proposed by the Declarant or the Board of Directors. The pro rata part and share of each Owner, except Declarant, of any such special Common Assessment shall be due and payable as provided in the resolution adopting or approving any such special Common Assessment."

Excepts as expressly amended above, the Declaration remains in full force and effect.

[SIGNATURE AND NOTARY BLOCKS ON FOLLOWING PAGE]

EXECUTED this 19 day of March, 2008, and EFFECTIVE as of the date filed or record.

LOCKHART II PARTNERS, LTD.

By: Creedmoor Partners, Inc., its general partner

Dane Braun
By: DANE BRAUN
Title: Vice-President of
Creedmoor Partners, Inc.

Acknowledgement

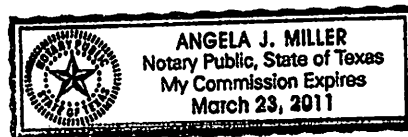
STATE OF TEXAS §

COUNTY OF Hays §

This instrument was executed before me on the 19 day of March, 2008, by DANE BRAUN in the capacity stated above.

Angela J. Miller
Notary Public, State of Texas

After recording, please return to:
Niemann & Niemann, L.L.P.
Attorneys At Law
Westgate Building, Suite 313
1122 Colorado Street
Austin, Texas 78701



Fileserver:CLIENTS:Meadows at Clearfork:DeclAmend3-08V2.doc

FILED this 2nd day of Apr. 2008
9:50 A M

NINA S. SELLS
COUNTY CLERK CALDWELL COUNTY, TEXAS
By Jane Page Deputy

Any provisions herein which restricts the sale, rental or use of the described property because of color or race is invalid and unenforceable under Federal Law
STATE OF TEXAS
COUNTY OF CALDWELL
I hereby certify that this instrument was FILED in File Number Sequence on the date and time stamped hereon by me and was duly RECORDED in Official Public records of Real Property of Caldwell County Texas on

APR 02 2008



Nina S. Sells
COUNTY CLERK
CALDWELL COUNTY, TEXAS