

7/5/11
93- 2567633

STATE OF TEXAS
COUNTY OF BEXAR

SECOND
AMENDMENT TO BY-LAWS

CHICHESTER HILL TOWNHOUSE ASSOCIATION, INC.

A meeting of the members of the Chichester Hill Townhouse Association, Inc., was held on December XX, 1992. The following amendment to the By-Laws for the Chichester Hill Townhouse Association was duly approved and passed by a majority of the membership present in accordance with the requirements of the Declaration for the Chichester Hill Townhouse Association. This amendment provides an addition to the provisions of Article VII of the By-Laws. The provisions and requirements of the existing By-Laws are not affected and shall remain in effect.

PURSUANT TO ARTICLE VIII

Reference Article VII, Section 2, page 12-13, of the By-Laws of The Chichester Hill Townhouse Association:

2. MAINTENANCE AND REPAIR

(a) Every owner must perform promptly at his own expense all maintenance and repair work within his own Townhouse unit, which if omitted would affect the project in its entirety or in a part belonging to other owners.

(b) An owner shall maintain and keep in repair, the interior of his own townhouse, including the fixtures thereof. All fixtures and equipment, including the heating and air conditioning system, installed within the townhouse unit, commencing at a point where the utility lines, pipes, wires, conduits or systems, (which for brevity are hereafter referred to as "utilities") enter the townhouse unit shall be maintained and kept in repair by the owner thereof. Without limitation on the generality of the foregoing, an owner shall maintain and keep in good repair (and replace, if so required) the air conditioning compressor, hot water heater unit, fans, ductwork, heating unit and cooling coils, utilized in and for his unit; as well as all other fixtures situated within or installed into the limited common elements appurtenant to such unit; and an owner shall be obligated to promptly repair or replace any broken or cracked glass in windows and doors.

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(b1) PROCEDURES FOR APPROVAL OF ARCHITECTURAL
CHANGES TO TOWNHOME UNITS

In accordance with the provisions of Section 17, page 9, of the Condominium Declaration for the Chichester Hill Townhouse Association, Inc., and Article VII, Section 5, pages 14-15, of the By-Laws for the Chichester Hill Townhouse Association, Inc., the following procedures shall govern owner requests for Architectural modifications:

(b.2) All requests for architectural changes or modifications which alter or modify the existing exterior appearance of the townhome unit roof, walls or other components shall be submitted in plan form, including builder's plans and specifications, and engineer's report as needed, to the Board of Managers for approval.

Owners shall be responsible for insuring that all work is accomplished by qualified contractors or individuals who maintain the appropriate workmen's compensation insurance, liability insurance and other such insurance coverages as may be required. The Association, through its Board of Managers, designated Agent, or authorized contractor, shall reserve the right to inspect the changes or modifications at any time during construction and / or after completion.

(b.3) The installation, maintenance, repair and all associated costs for any architectural or structural change requested by an owner and approved by the Board of Managers of the Chichester Hill Townhouse Association, Inc., in accordance with the provisions of Article 17, page 9, of the Declaration and Article VII, Section 5 (b), page 14-15, of the By-Laws shall be the responsibility of the individual owner. Such owners and any subsequent owner of the changed or modified unit shall also be responsible for collateral damages to any of the common areas or common elements caused by the failure of the owner, any subsequent owner, or their agents, to properly install, maintain and/or repair such changes. Under no circumstances shall the Chichester Hill Townhouse Association, Inc., its Board of Managers, Officers, Agents or its members, other than the owner of the affected unit, be responsible or obligated for any of the costs for the installation, maintenance and/or repair of any architectural change or modification.

(b.4) The ownership of any architectural changes or modifications which alters or modifies any elements or components owned by Association shall be retained in the name of The Chichester Hill Townhouse Association, Inc.

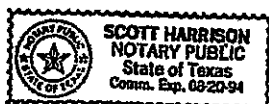
YOL 5885 RE2040

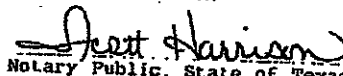
(b.5) The Board of Managers approval of any architectural change shall not warrant or guarantee such additions or improvements. At any time, without limit, if it is determined that the improvement has caused a structural defect or caused structural damages to any common or limited common areas and/or components or elements thereof for which the Association is responsible, the Association, through its Board of Managers or Agent, may assign the cost for such structural repairs to the common elements to the owner of the unit in which the improvement is located.

 9/22/93
(Signature) (Date)

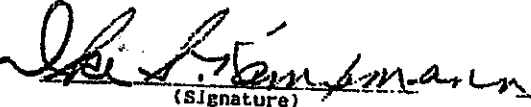
President,
Chichester Hill Townhouse Association, Inc.

This statement was acknowledged before me this 22nd day of September, 1993, by Mr. Joseph Elliott, President of the Chichester Hill Townhouse Association, Inc., a Texas Corporation, on behalf of said Corporation.



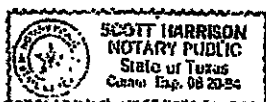

Notary Public, State of Texas

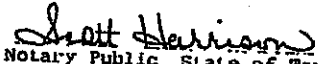
Printed Name: Scott Harrison
My Commission Expires: 8-20-94

 9/22/93
(Signature) (Date)

Secretary,
Chichester Hill Townhouse Association, Inc.

This instrument was acknowledged before me this 22nd day of September, 1993, by Mr. Ike Kampmann, Secretary for the Chichester Hill Townhouse Association, Inc., a Texas Corporation, on behalf of said Corporation.




Notary Public, State of Texas

Printed Name: Scott Harrison
My Commission Expires: 8-20-94

Return To: Chichester Hill, 8015 Broadway Suite 105, San Antonio, TX. 78209

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ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL, OR USE
 OF THE DESCRIBED REAL PROPERTY SHALL BE INVALID AND
 UNENFORCEABLE UNDER FEDERAL LAW.
 STATE OF TEXAS, COUNTY OF DALLAS
 I, CLERK OF THE COUNTY, DO HEREBY CERTIFY THAT THE
 FOREGOING INSTRUMENT WAS FILED FOR RECORD IN THE PUBLIC
 RECORDS OF THE COUNTY OF DALLAS, TEXAS, ON

DEC 10 1993



Robert L. Green
 COUNTY CLERK DALLAS COUNTY, TEXAS

Filed for Record 1st
 DECEMBER 10
 ROBERT L. GREEN/COUNTY CLERK
 On Dec 08 1993
 At 11:11am
 Receipt # 8585
 Recording 7.00
 Doc/Type 1 6.00
 Doc/Num : 93-2867633
 Deputy - B.J. Lunsford

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