

WHEREAS, the Subdivision has been replatted to reflect the private ownership of streets (Lot 16, Block 2), said replat being recorded in Volume 9530, Page 113, Deed and Plat Records of Bexar County, Texas;

NOW, THEREFORE, Declarant and the undersigned declare that the above referenced Prior Declaration governing the Property constituting Inwood Hollow Unit-1, Planned Unit Development is hereby amended by the terms set forth below and that all property and Lots within the Subdivision shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to terms of said Prior Declaration, as hereby amended, and that all of the covenants, restrictions, easements, charges, and liens set forth in said Prior Declaration shall continue in full force and effect except as herein specifically amended.

The following amendments are made to the Prior Declaration. Except as herein indicated to the contrary, the Prior Declaration shall continue in full force and effect. All of the terms used in this Amended Declaration shall have the same meanings and definitions as contained in the Prior Declaration unless otherwise herein indicated. In the event of any variance or contradiction between the terms of this Amended Declaration and the terms of the Prior Declaration, the terms of this Amended Declaration will govern and prevail.

FIRST AMENDMENT

The definition of Subdivision Plat in Article II, paragraph (d) of the Prior Declaration is hereby amended to read as follows:

(d) "Subdivision Plat" shall mean and refer to the map or plat of Inwood Hollow, Unit-1, Planned Unit Development filed for record in Volume 9530, Page 113, Deed and Plat Records of Bexar County, Texas and any amendment thereof upon filing of same for record in the Deed and Plat Records of Bexar County, Texas.

SECOND AMENDMENT

Article XXXII of the Prior Declaration is hereby amended to read as follows:

ARTICLE XXXII

PRIVATE STREETS, ENTRY GATE AND SECURITY

Streets within the subdivision shall be private and shall be owned and maintained by the Association. Access to the Subdivision will be via a controlled entry gate. Except as herein provided, the Association may make rules governing access to the Subdivision and the use (including parking) of Subdivision streets.

Absent Declarant's written consent to the contrary, the Subdivision entry gate, when constructed, shall be kept open to the public during daylight hours (or from 6:30 a.m. to 7:00 p.m., whichever is longer) until three months following the conveyance of the last Lot owned by Declarant within the Subdivision and future phases of development annexed to the jurisdiction of the Association. This right of entry is to ensure access to Lots by prospective new home purchasers and builders to complete construction of homes.

Security may be provided by the Association, from time to time; however, the Association is not now a provider of security, and the Owners must provide their own security for their home and property.

VOL 5332 PG 170

THIRD AMENDMENT

Article XXXVI of the prior Declaration is hereby amended to read as follows:

ARTICLE XXXVI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Declarant, for each Lot owned by it within the Properties, hereby covenants, and each Owner of a Lot, by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time the obligation accrued.

The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, and in particular, for the improvement, maintenance and operation of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Properties by the members.

The annual assessments for both improved and unimproved 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 and the annual assessments for unimproved Lots shall be one-fourth (1/4) the annual assessment for improved Lots. For 1995, the annual assessment for improved lots shall be \$600.00. From and after January 1, 1996, the maximum annual assessment which may be imposed by the Board of Directors, without membership vote, shall be an amount equal to ten percent (10%) above the prior year's annual assessment. A Lot shall be deemed to be an "improved Lot" when construction of a Living Unit thereon is completed and closing of a sale thereof has taken place, or when the Living Unit is occupied as a residence, whichever first occurs.

In addition to the annual assessments provided for above, the Association may levy, in any assessment year, a Special Assessment on improved Lots only, 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, or for such other lawful purpose related to the use of the Properties as the Board of Directors or the Owners may determine, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the improved 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 improved Lot owners at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Subject to the limitations stated above, the annual assessment may be adjusted by majority vote of the Board of Directors but shall not be increased by more than ten percent (10%) above that of a previous year with a vote of the membership. Any increase in the annual assessment of more than ten percent (10%) above that of a previous year shall require approval of two-thirds (2/3) vote of each class of Members voting at a meeting duly called for that purpose.

The quorum required for any action authorized herein above shall be as follows: Written notice of any meeting called for the purpose of taking any action authorized herein shall be sent to all members, or delivered to their residences, not less than thirty (30) days in advance of the meeting. At the first meeting called as provided above, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that such reduced quorum requirement shall not be applicable to any such subsequent meeting held more than sixty (60) days following the preceding meeting. The Association may call as many subsequent meetings as may be required to achieve a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

The annual assessments provided for herein shall commence on the first day of the month following the first Lot conveyance by Declarant, or such other date as the Board of Directors shall direct. 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 provided for above as the remaining number of months in that year bear to twelve. When a Lot becomes an improved Lot, there shall be payable as of the first day of the month following the month when it becomes an improved Lot a sum equal to the difference between the annual assessment for unimproved Lots and the annual assessment for improved Lots, prorated over the balance of the year then remaining. The due date of any special assessment under the provisions hereof shall be fixed in the resolution authorizing such assessment.

In December of each year the Board of Directors of the Association shall fix the amount of the annual assessment against each Lot for the following year and shall at that time prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner on reasonable notice. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment there in stated to have been paid.

Effect of Non-Payment of Assessments: The Lien; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve (12) percent per annum. Upon written notice to an Owner, and the expiration of thirty (30) days, the Association may bring an action at law against the Owner personally obligated to pay the same, and to foreclose the Association's lien against the Owner's Lot. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including non-judicial or judicial foreclosure by an action brought in the name of the Association, the power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Lot Owners. No Owner shall be freed of liability for any assessments provided for herein by virtue of non-use of Common Area, or non-existence of Common Area.

In addition to the foregoing charges for delinquent accounts, each owner shall be obligated to pay to the association all actual costs of collection incurred by the Association and such reasonable late charges and collection charges as the Board of Directors may

YOL 6332 P60172

establish, all of which shall also be subject to the liens of the Association.

Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lots subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, non-judicial foreclosure, or conveyance in lieu of foreclosure or in satisfaction of mortgage debt. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Exempt Property. The charges and liens created herein shall apply only to the Lots, and the remainder of the Properties shall not be subject thereto.

EXECUTED effective the 31st day of December, 1994.

LEE-1604 NO. ONE, LTD.

By Bitterblue/Inwood, Ltd.,
General Partner

By Bitterblue, Inc.,
General Partner

By: Wm Eugene Powell
Wm. Eugene Powell,
Chief Executive Officer

CENTEX REAL ESTATE CORPORATION

By: Damon Lyles
Damon Lyles, Division President

STATE OF TEXAS

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on the 17th day of January, 1995, by Wm. Eugene Powell, CEO of Bitterblue, Inc., a Texas corporation, General Partner of Bitterblue/Inwood, Ltd., a Texas limited partnership, General Partner of LEE-1604 NO. ONE, LTD., a Texas limited partnership, on behalf of said corporation and partnerships.



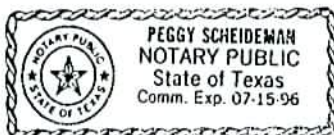
Sarah E. Carrington
Notary Public, State of Texas

VOL 6332 PG 0173

STATE OF TEXAS

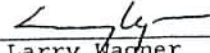
COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on the 20th day of January, 1995, by Damon Lyles, President of Centex Real Estate Corporation, a Nevada corporation, on behalf of said corporation.



Peggy Scheideman
Notary Public, State of Texas

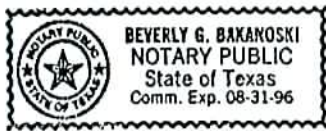
WEEKLEY HOMES, INC.

By: 
Larry Wagner
Its DIVISION PRESIDENT

STATE OF TEXAS

COUNTY OF Bexar

The foregoing instrument was acknowledged before me on the 20 day of January, 1995, by Larry Wagner, San Antonio Division President of Weekley Homes, Inc., a Texas corporation, on behalf of said corporation.



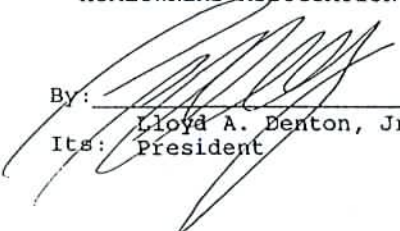

Notary Public, State of Texas

YOL 5332 PG0174

CONSENT OF ASSOCIATION

The undersigned duly authorized officer of The Hollow at Inwood Homeowners Association ("the Association") hereby executes this instrument for the sole purpose of evidencing that the Board of Directors of the Association has approved the foregoing instrument and consented to the terms hereof. The Association is not a party to this instrument and shall have no liability to any party whomsoever by virtue of the consent hereby given.

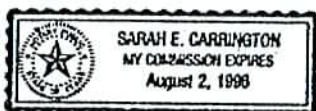
THE HOLLOW AT INWOOD
HOMEOWNERS ASSOCIATION

By: 
Lloyd A. Denton, Jr.
Its: President

STATE OF TEXAS

COUNTY OF BEXAR

The foregoing instrument was acknowledged before me on the 17th day of January, 1995, by Lloyd A. Denton, Jr. President of The Hollow at Inwood Homeowners Association, a Texas corporation, on behalf of said corporation.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

LEE 1604 NO. ONE, LTD.
3330 Oakwell Court, Suite 110
San Antonio, Texas 78218

Attn: Sarah Carrington

VOL 63332 PG 0175