

BALCONES WOODS COVENANT AMENDMENT AGREEMENT

1. Article V, Section 9 of the Original Declaration is hereby deleted in its entirety and replaced with the following, which shall govern all the Property, including the Amended Property:

Section 9. Existing Dwellings and Prohibited Structures. No existing dwelling shall be moved on to any lot in this subdivision. No trailer, boat, camper, travel trailer, motor home or other vehicle shall be placed or used on any lot at any time either as a residence or otherwise, temporarily or permanently.

2. Article V, Section 10 of the Original Declaration is hereby deleted in its entirety and replaced with the following, which shall govern all the Property, including the Amended Property:

Section 10. Outbuildings. As used herein, an outbuilding is defined as a structure such as a tool shed, tent, shack garage, barn or like structure other than the main dwelling. Outbuildings may be placed on a lot subject to the following restrictions:

(1) Any outbuilding must be place within the confines of a privacy fence. The privacy fence must be constructed on and across the rear boundary and across the side boundary of the lot to a point at least even with the rear line of the dwelling on the lot, the privacy fence must join with the dwelling on two sides of the dwelling, must be at least six feet in height, measured from the ground and must be of even height throughout.

(2) Only one such outbuilding on any lot may exceed the height of the privacy fence but in no event shall any outbuilding exceed eight feet in height measured from the ground, nor may any such outbuilding which exceeds the height of the privacy fence over an area on the ground greater than 200 square feet.

3. Article V, Section 12 of the Original Declaration is hereby deleted in its entirety and replaced with the following, which shall govern all the Property, including the Amended Property:

Section 12. Unsightly Objects. No boat, motor boat, camper, truck, trailer, motor home, recreational vehicle, travel trailer or unsightly vehicle or objects shall be parked or stored between the curb and building line of any lot or any street adjoining any lot. A boat, motor home, recreational vehicle or camper may be permitted provided it is retained in back of the front wall of the house and shielded by at least a six-foot privacy fence. For the purposes of servicing or cleaning, any of the above items may be parked between the curb and building of a lot for not more than 72 hours in any 30 day period.

4. In the event of any conflict or inconsistency between the terms, provisions and conditions of the Original Declaration and this Amendment, the terms, provisions and conditions of this Amendment shall control and govern. Except as expressly amended and modified by this Amendment, the Original Declaration shall remain unchanged and continue in full force and effect.

5. This Amendment and Owners' Approval may be executed simultaneously in two or more counterparts and/or with separate signature pages, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Amendment is made in accordance with Article VII, Section 3 of the Original Amendment and the Association hereby certifies that two-thirds of the owners of the lots in the Property have approved this Amendment, as evidenced by the execution of the Owners' Approval attached.

Name: _____ Date: _____

Signature: _____

Address: _____