

**FIRST AMENDMENT**  
*to*  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
*for*  
**THE SEVENTH**

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THE STATE OF TEXAS     §  
                                       §  
 COUNTY OF BEXAR       §

WHEREAS, First State Federal Savings Association (successor-in-interest to First State Savings Association), as Declarant, caused the instrument entitled "Declaration of Covenants, Conditions and Restrictions for The Seventh" to be recorded in the Official Public Records of Real Property of Bexar County, Texas under Volume No. 4695, Page 0100 (the "Declaration"), which instrument imposes various covenants, conditions, restrictions and easements on the Land as defined in the Declaration; and

WHEREAS, Article Nine, Section 1 of the Declaration, provides that the Declaration may be amended by a vote of Owners of not less than two-thirds (2/3rds) of the total votes in the Association; and

WHEREAS, Owners representing not less than two-thirds (2/3rds) of the total votes in the Association desire to amend the Declaration in the manner set forth below.

NOW, THEREFORE, Owners representing not less than two-thirds (2/3rds) of the total votes in the Association amend the Declaration as follows:

1. Article Five of the Declaration, entitled "Insurance," is hereby amended and restated to read as follows:

Article Five - Insurance

Section 1. General Provisions. The Board is authorized to determine whether or not to obtain insurance in the name of the Association and, if insurance is obtained, the types and amounts thereof. In the event that insurance is obtained, the premiums for such insurance are an expense of the Association which will be paid out of the Common Fund. Provided that, the Association must, at all times, maintain directors' and officers' liability insurance. The Association must also, at all times, maintain a comprehensive policy of public liability insurance insuring the Association, its respective directors, officers, managers, employees, agents and attorneys (the "Association Related Parties"). The Association, through the Board, has the authority, but not the obligation, to obtain the following types of insurance policies covering the Project and covering all damage or injury caused by the negligence of the Association or any of its agents:

a. Property insurance in an amount equal to the full replacement value of real or personal property, if any, owned by the Association;

b. A policy of fidelity coverage to protect against dishonest acts on the part of officers, directors, trustees, and employees of the Association and all others who handle, or are responsible for, handling funds of the Association; and

c. Any such other insurance the Board deems necessary to protect the Property or the Association.

Section 2. Insurance Maintained by Owners of Lots. Each Owner of a Lot is required, at all times, to maintain property insurance on the Owner's Townhouse at the cost and expense of the Owner. Each Owner of a Lot is also required, at all times, to maintain an individual policy of general liability insurance on the Owner's Townhouse at the Owner's cost and expense. Owners of Lots are encouraged to maintain insurance on the contents, furnishings and personal property within the Owner's Townhouse.

Section 3. Indemnity of Association. Each Owner is responsible for any costs incurred as a result of such Owner's negligence or misuse or the negligence or misuse of his or her family, tenants, guests, invitees, agents, employees, or any resident or occupant of his or her Townhouse, and by acceptance of a deed to a Lot does hereby indemnify the Association, its officers, directors and agents, and all other Owners against any such costs.

2. Article Six of the Declaration, entitled "Fire or Casualty; Rebuilding," is hereby amended and restated to read as follows:

#### Article Six - Fire or Casualty: Rebuilding

In the event of a fire or other casualty causing damage or destruction to the Townhouse or other improvement on a Lot, the Owner of such damaged or destroyed Townhouse or other improvement must, within ninety (90) days (or within a longer period if agreed to by the Board) after such fire or casualty, contract to repair or reconstruct the damaged portion of the Townhouse or other improvement, and cause such Townhouse or other improvement to be fully repaired or reconstructed in accordance with the original plans therefor, or in accordance with new plans presented to and approved by the Board, and must promptly commence repairing or reconstructing such Townhouse or other improvement, to the end that the Townhouse or other improvement does not remain in a partly finished condition any longer than is usual and customary for completion thereof. Alternatively, such damaged or destroyed Townhouse or other improvement must be razed and the Lot restored as nearly as possible to its original condition within ninety (90) days (or within a longer

period if agreed to by the Board) of its damage or destruction. In the event that the repair and reconstruction of the Townhouse or other improvement has not been commenced within ninety (90) days (or within a longer period if agreed to by the Board) after such fire or casualty and the damaged or destroyed Townhouse or other improvement has not been razed and the Lot restored to its original condition, the Association and/or any contractor engaged by the Association, is authorized, but not obligated, to enter upon the Lot, raze the Townhouse or other improvement and restore the Lot as nearly as possible to its original condition. Provided that, the Association must provide at least ten (10) days' written notice to the Owner at the Owner's last known mailing address according to the records of the Association prior to entering the Lot and razing the Townhouse or other improvement and restoring the Lot to its original condition. Any costs incurred by the Association to raze the Townhouse or other improvement and to restore the Lot to its original condition, plus fifteen percent (15%) of such costs for overhead and supervision and interest thereon (from the date an invoice is submitted to Owner) at the rate of ten percent (10%) per annum, or the maximum, non-usurious rate, whichever is less, will be charged to the Owner, added to the Owner's assessment account, secured by the lien and collected in the manner provided in Article Four of this Declaration.

Unless otherwise provided herein, capitalized terms used herein have the same meanings as that ascribed to them in the Declaration.

Except as amended herein, all provisions in the Declaration remain in full force and effect.

*[Signature Page to Follow]*

IN WITNESS WHEREOF, the President of The Seventh Homeowner's Association, Inc. hereby executes this Amendment on behalf of the Association evidencing that Owners representing not less than two-thirds (2/3rds) of the total votes in the Association (as evidenced by the Ballots attached to this Amendment as Exhibit "A") have approved this Amendment to be effective upon its filing of record in the Official Public Records of Real Property of Bexar County, Texas.

DATED this 19th day of July, 2017.

ATTEST:

THE SEVENTH HOMEOWNER'S ASSOCIATION, INC.

By: Glenn Whitaker  
Printed: GLENN WHITAKER

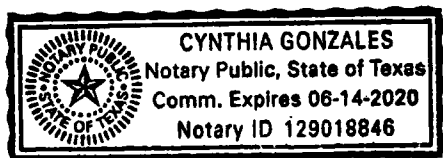
By: Deborah K. Bertram  
Printed: Deborah K. Bertram

Its: Vice President/acting Secretary

Its: President

THE STATE OF TEXAS §  
COUNTY OF Bexar §

BEFORE ME, the undersigned notary public, on this 19th day of July, 2017 personally appeared Deborah Bertram, President of The Seventh Homeowner's Association, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and in the capacity therein expressed.



Cynthia Gonzales  
Notary Public in and for the State of Texas