

AFTER RECORDING RETURN TO:

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VILLAGE AT LEDGE STONE
FIRST AMENDMENT TO
VILLAGE AT LEDGE STONE
MASTER COVENANT

Hays County, Texas

Declarant: **290 EAST BUSH, INC.,** a Texas corporation

Cross Reference to Village at Ledge Stone Master Covenant recorded as Volume 3053, Page 816, Official Public Records of Hays County, Texas

FIRST AMENDMENT TO VILLAGE AT LEDGE STONE MASTER COVENANT

This First Amendment to Village at Ledge Stone Master Covenant (the "**Amendment**") is made by **290 EAST BUSH, INC.**, a Texas corporation ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Village at Ledge Stone Master Covenant recorded as Volume 3053, Page 816, Official Public Records of Hays County, Texas (the "**Covenant**").

B. Pursuant to Section 8.03 of the Covenant, the Covenant may be amended by Declarant.

NOW THEREFORE, Declarant hereby amends and modifies the Covenant as follows:

1. **Section 3.02.** Section 3.02 of the Covenant is hereby deleted in its entirety.
2. **Section 3.03(b).** Section 3.03 (b) of the Covenant is hereby deleted in its entirety and replaced with the following:

(b) Each Owner, other than Declarant, must execute a Membership Agreement and deliver the same to the Association prior to or concurrently with the recording of a deed conveying fee title to a Lot or Condominium Unit to such Owner. Each Owner must notify the immediate transferee of his Lot or Condominium Unit of such transferee's obligation to execute and deliver a Membership Agreement, but the failure to notify a transferee will not relive such transferee of his obligations under this Section 3.03(b). The failure to execute a Membership Agreement will not prevent any person from being a Member or Owner under the terms of the Certificate, Bylaws or Master Restrictions, or excuse any Member from the payment of Assessments. If a Membership Agreement is required by the Board, an Owner who has not executed and delivered a Membership Agreement will automatically forfeit his right to the use and enjoyment of the Master Community Facilities and applicable Special Common Area. Such Owner will not be entitled to restoration of his rights in the Master Community Facilities or applicable Special Common Area until execution and delivery of a Membership Agreement by such Owner. In the event Members are entitled to an access card, membership card or other token evidencing or facilitating the right to use any Improvements erected or placed on the Master Community Facilities or Special Common Area, the Board may require any Member who has not executed a Membership Agreement to return the same to the Board immediately.

Within thirty (30) days after acquiring legal title to a Lot or Condominium Unit, each Owner must provide the Association with: (1) a copy of the recorded deed

by which the Owner has acquired title to the Lot or Condominium Unit; (2) the Owner's current property and mailing addresses, phone number, and driver's license number, if any; (3) any Mortgagee's name and address; (4) the name and phone number of any resident other than the Owner; and (5) any other information the Board determines to be necessary for the operation of the Association.

You are required to execute a Membership Agreement before using any of the Association's property. Your obligation to pay Assessments to the Association and comply with this Covenant, any applicable Development Area Declaration, the Design Guidelines, or the rules and regulations will not be affected by your failure to execute a Membership Agreement. Also, you must provide certain information to the Association upon acquiring a Lot or Condominium Unit.

3. **Section 3.03(c)(i).** Section 3.03(c)(i) of the Covenant is hereby deleted in its entirety and replaced with the following:

(i) The right of the Association, acting through its Board, to suspend the Member's right to use the Master Community Facilities for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during with such member is in violation of any provision of this Covenant.

4. **Section 3.03(d)(ii).** Section 3.03(d)(ii) of the Covenant is hereby deleted in its entirety and replaced with the following:

(ii) The right of the Association, acting through its Board, to suspend the Members right to use the Special Common Area for any period during which any Assessment against such Member's Lot or Condominium Unit remains past due and for any period during which such Member is in violation of any provision of this Covenant;

5. **Section 3.04.** Section 3.04 of the Covenant is hereby deleted in its entirety.

6. **Section 3.05(c).** Section 3.05(c) of the Covenant is hereby deleted in its entirety and replaced with the following:

(c) In addition to the votes to which Declarant is entitled by reason of *Section 3.05(a)* and *Section 3.05(b)*, for everyone (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period. Notwithstanding: any provision to the contrary in this Covenant, until the expiration or termination of the Development Period, Declarant will be entitled to appoint and remove all members of the

Board. Declarant may terminate its right as to the appointment and removal of one or all the Board members by the recordation of a termination notice executed by Declarant and recorded in the Official Public Records of Hays County, Texas. In the event Declarant terminates its right to appointment and remove less than all of the Board members, the Board positions to which the termination applies will be elected by the Members. Each Board member elected by the Members in accordance with the foregoing sentence will be elected for a term of one (1) year.

7. Section 3.05(e). Section 3.05(e) of the Covenant is hereby deleted in its entirety.

8. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Covenant. Unless expressly amended by this Amendment, all other terms and provisions of the Covenant remaining in full force and effect as written, and are hereby ratified and confirmed.

Executed on this the 29 day of December, 2011.

DECLARANT:

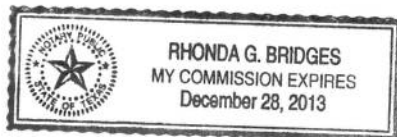
290 EAST BUSH, INC., a Texas corporation

By: Michael L. Schoenfeld
Printed Name: Michael L. Schoenfeld
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF Hays §

This instrument was acknowledged before me on the 29th day of December, 2011, by Michael L. Schoenfeld, Vice President of 290 East Bush, Inc., a Texas corporation, on behalf of said corporation.

(seal)



Rhonda G. Bridges
Notary Public, State of Texas

**** Electronically Filed Document ****

**Hays County Texas
Liz Q. Gonzalez
County Clerk**

**Document Number: 2011-11030431
Recorded As : ELECTRONIC RECORDING**

**Recorded On: December 29, 2011
Recorded At: 01:54:26 pm
Number of Pages: 5
Book-VI/Pg: Bk-OPR VI-4253 Pg-105
Recording Fee: \$28.00**

Parties:

**Direct- 290 EAST BUSH INC
Indirect-**

**Receipt Number: 292423
Processed By: Lynn Curry**

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



I hereby certify that this instrument was filed for record in my office on the date and time stamped hereon and was recorded on the volume and page of the named records of Hays County, Texas

Liz Q. Gonzalez

Liz Q. Gonzalez, County Clerk