

Doc# 20010184986  
 Book: 9898  
 Pages: 876 - 881  
 Filed & Recorded  
 10/19/2001 04:29:16 PM

FIRST AMENDMENT TO  
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
 for  
 LEVY TOWNHOUSE SUBDIVISION  
 A BEXAR COUNTY SUBDIVISION

GERRY RICKHOFF  
 COUNTY CLERK  
 BEXAR COUNTY  
 RECORDING \$ 13.00  
 RECORDS MANAGEM \$ 3.00  
 TOWNHOUSE SECU \$ 1.00

STATE OF TEXAS §  
 COUNTY OF BEXAR § KNOW ALL PERSONS BY THESE PRESENTS:  
 §

WHEREAS, Efraim Joffe (the "Declarant") initially developed and was the sole owner of that certain property known as Levy Townhouse Subdivision, a Bexar County subdivision according to the maps or plats thereof recorded in Volume 9507, Page 85 and Volume 9505, Page 130 of the Deed and Plat Records of Bexar County, Texas (the "Subdivision"); and

WHEREAS, Declarant by that certain instrument entitled "Declaration of Covenants, Conditions and Restrictions" filed of record in Volume 3145, Page 2025 of the Official Public Records of Real Property of Bexar County, Texas (the "Declaration"), imposed on the Subdivision all those certain covenants, conditions, restrictions, and easements therein set forth; and

WHEREAS, the undersigned is currently the sole owner of all of the Properties and Building Plots in the Subdivision, and wishes to amend the Declaration as set forth below.

NOW, THEREFORE, the undersigned, being the sole owner of all of the Properties and Building Plots within the Subdivision subject to the Declaration, hereby amends the Declaration as follows:

- (1) All references in the Declaration to "Efraim Joffe" are hereby amended to be references to "SAAHC Holding Company, LLC."
- (2) Article I, Section 4, is hereby amended in its entirety to read as follows:

"Common Area" shall mean and refer to any and all areas of land within or adjacent to the Properties which are known, described or designated as common areas, recreational easements, perimeter fences and columns, off-site monuments and directional signs, landscape easements, greenbelts, swimming pool(s), open spaces, irrigation system(s) (within the Common Area) and the like including, without limitation, those shown on any recorded subdivision plat of all or any portions of the Properties, as well as those not shown on a recorded subdivision plat but which are intended for or devoted to the common use and enjoyment of the Owners, together with any and all improvements that are now or that may hereafter be constructed thereon. The concept of Common Area will also include: (i) all subdivision signage and associated lighting, (ii) any and all public right-of-way lands for which the City of San Antonio, Texas has required the Declarant and/or Association expend private, non-reimbursable time and monies to care for

and maintain, such as but not limited to: street medians, streetscape, park areas and quasi-governmental service facilities; and (iii) any and all facilities provided by the Declarant and/or the Association to or for the benefit of the local police, fire and similar governmental departments for which no reimbursement via public funds is requested or anticipated. Declarant shall convey record title to some or all of the Common Area to the Association if, as and when deemed appropriate by Declarant or as may be required by governmental officials, and the Common Area to be initially conveyed to and owned by the Association is Lot 21, Block 48, New City Block 17374, Levy Townhouse Subdivision, recorded in Volume 9507, Page 85, of the Deed and Plat Records of Bexar County, Texas.

(3) Article I, Section 6, is hereby amended in its entirety to read as follows:

"Declarant" shall mean and refer to SAAHC Holding Company, LLC, a Texas limited liability company and any or a successor(s) and assign(s) of SAAHC Holding Company, LLC. However, no person or entity merely purchasing one or more Building Plots from SAAHC Holding Company, LLC in the ordinary course of business shall be considered a "Declarant".

(4) The definition of "Class B members" of the Association shall be amended to read as follows:

Class B member(s) shall be the Declarant and shall be entitled to nine (9) votes for each Building Plot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A members equals or exceeds the total votes outstanding in the Class B members; or
- (b) on December 31, 2006.

Control of the Association will be vested in the purchasers of the units within one hundred twenty (120) days of the termination of the Class B membership.

(5) Section 3 of Article IV of the Declaration is hereby amended in its entirety to read as follows:

Until and unless otherwise determined by the Board of Directors of the Association, the maximum initial regular base assessment shall be One Hundred Forty-Four and 36/100 Dollars (\$144.36) per Building Plot per year. The Association's Board of Directors may fix the actual regular base assessment at an amount equal to or less than the maximum regular base assessment.

The Board of Directors may be permitted to increase the maximum annual assessment without a vote of the members, but such an adjustment should not exceed ten percent (10%) of the previous year's maximum annual assessment.

The annual maximum assessment may not be otherwise increased without the assent of at least two-thirds of each class of members at a meeting called for that purpose with at least sixty percent (60%) of the Building Plot Owners (or their proxies) present after adequate notice. If sixty percent (60%) do not attend, a second meeting may be called with the same notice and the quorum may be reduced to thirty percent (30%).

The Board of Directors shall not increase the Annual Assessment except pursuant to this Section.

(5) Section 11 of Article IV of the Declaration is hereby amended in its entirety to read as follows:

(a) The Association shall have the right and option to purchase, carry and maintain in force insurance covering any or all portions of the Common Area, any improvements thereon or appurtenant thereto, for the interest of the Association, its Board of Directors, officers, managers, agents and employees, and of all members of the Association, in such amounts and with such endorsements and coverage as shall be deemed appropriate by the Board of Directors. Such insurance may include, but need not be limited to:

(1) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs;

(2) Commercial public liability and property damage insurance on a broad form basis, including coverage of personal liability (if any) of the Board of Directors, Owners, and members with respect to the Common Area;

(3) Fidelity bonds for all officers and employees of the Association having control over the receipt or disbursement of funds; and

(4) Liability insurance regarding the errors and omissions of directors, officers, managers, employees and representatives of the Association.

(b) The Association shall be the exclusive representative of the members in any proceedings, negotiations, settlements or agreements concerning insurance or condemnation. The Association and the members may use the net insurance or condemnation proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance or condemnation. Any balance from the proceeds of insurance or condemnation paid to the Association, remaining after satisfactory completion of repair and replacement or after the Board of Directors has elected to waive the repair, restoration or replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of the Common Area.

(c) If the insurance or condemnation proceeds are insufficient to repair or replace any loss or damage, the Association may levy a special assessment as provided for in Section 4 of Article IV of this Declaration to cover the deficiency.

The amendments of the Declaration set forth above shall be deemed to be a part of and shall be interpreted in accordance with the Declaration. All provisions of the Declaration not amended hereby are hereby ratified and confirmed in each and every particular, and shall continue in full force and effect pursuant to the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned, being the sole owner of all of the Properties and Building Plots in the Subdivision subject to the terms of the Declaration, for the purpose of acknowledging its consent and approval to the amendment of the Declaration has executed this instrument to be effective upon filing of record in the Official Public Records of Real Property of Bexar County, Texas.

{Signature on the following page}

SIGNATURE OF OWNER  
APPROVING  
"FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LEVY TOWNHOUSE SUBDIVISION"

SAAHC HOLDING COMPANY,  
LLC, a Texas limited liability  
company

By: San Antonio Alternative Housing  
Corporation, a Texas non-profit  
corporation, sole member

By: Rod Radle  
Rod Radle, Executive Director

STATE OF TEXAS

COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared Rod Radle, Executive Director of San Antonio Alternative Housing Corporation, a Texas non-profit corporation, the sole member of SAAHC HOLDING COMPANY, LLC, a Texas limited liability company, known to me to be the person(s) whose names is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 29th day of September, 2001.



Patricia A. Melvin  
NOTARY PUBLIC, STATE OF TEXAS

CONSENT AND SUBORDINATION BY LIENHOLDER  
OF  
"FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR LEVY TOWNHOUSE SUBDIVISION"

The Chase Manhattan Bank, as the holder of lien(s) on the Properties, consents to the above amendment of the Declaration, including the terms and conditions of such amendment, and The Chase Manhattan Bank subordinates its lien(s) to the rights and interests created and evidenced by the Declaration, as amended hereby, such that a foreclosure of the lien(s) shall not extinguish the rights and interests created and evidenced by the Declaration.

THE CHASE MANHATTAN BANK,  
a national banking association

By: [Signature]  
Name: Dennis Zulkowski  
Title: Vice President

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS   §

BEFORE ME, the undersigned authority, on this day personally appeared Dennis Zulkowski Vice President, of THE CHASE MANHATTAN BANK, a national banking association, known to me to be the person(s) whose names is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 3rd day of October, 2001.

Patricia Ann Thomson  
NOTARY PUBLIC, STATE OF TEXAS

SATI #42335 vt

