

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR VILLAGE PARK TOWNHOMES**

GF #31775

THE STATE OF TEXAS §
 §
COUNTY OF KENDALL §

WHEREAS, PG VILLAGE PROPERTIES, LTD., a Texas limited partnership, hereinafter referred to as "Declarant", has heretofore caused a Declaration of Covenants, Conditions and Restrictions for Village Park Townhomes to be filed of record in Volume 1102, Page 344, Kendall County Official Records, said Declaration creating certain easements, restrictions, covenants and conditions covering the Property described therein; and

³ WHEREAS, the Declarant, Nonanel Crews Kendrick, hereinafter referred to as "Owner of Lot 2", and Authentic Custom Homes, Inc., a Texas corporation, hereinafter referred to as "Owner of Lot 3", representing one hundred percent (100%) of the Lot owners are desirous of amending the Declaration as evidenced by their signatures below.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Declaration is hereby amended in the following respects, effective immediately:

APPENDIX B MAINTENANCE RESPONSIBILITY CHART is deleted in its entirety and is replaced by APPENDIX B MAINTENANCE RESPONSIBILITY CHART attached hereto as Exhibit "A".

APPENDIX D COMMON EXPENSES is modified so that each Townhome Lot will have an equal 4% share of common expenses.

EXCEPT AS HEREBY MODIFIED OR AMENDED, the remaining provisions of the Declaration consistent with the terms hereto are hereby RATIFIED and AFFIRMED for all purposes.

SIGNED THIS 3 day of May, 2010.

Declarant:

PG VILLAGE PROPERTIES, LTD., a
Texas limited partnership

By: PGV Management, LLC, a Texas
limited liability company, General Partner

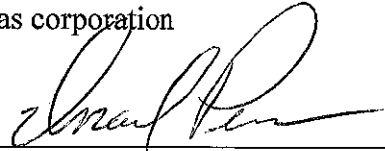
By: 
Israel Pena, President

Owner of Lot ³ 2:


NONANEL CREWS KENDRICK

Owner of Lot ² 3:

AUTHENTIC CUSTOM HOMES, INC.,
a Texas corporation

By: 
Israel Pena, President

Approved by Association:

VILLAGE PARK OWNERS ASSOCIATION,
a Texas nonprofit corporation

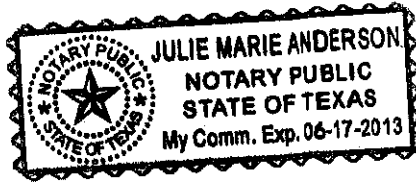
By: 
Israel Pena, Director

By: 
Adrienne Pena Carnes, Director

By: 
Jim Terrian, Director

STATE OF TEXAS §

COUNTY OF KENDALL §



This instrument was acknowledged before me on the 30 day of April, 2010, by Israel Pena, President of PGV Management, LLC, a Texas limited liability company, on behalf of said limited liability company, and the limited liability company acknowledged this instrument as General Partner on behalf of PG VILLAGE PROPERTIES, LTD., a Texas limited partnership.

Julie Marie Anderson
Notary Public, State of Texas

STATE OF TEXAS §

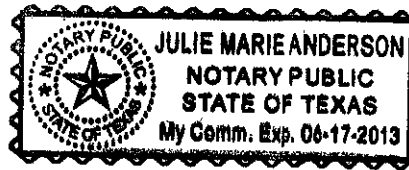
COUNTY OF KENDALL §



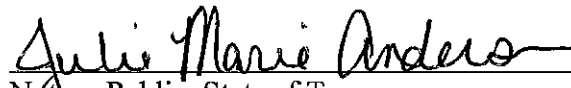
This instrument was acknowledged before me on the 30 day of April, 2010, by NONANEL CREWS KENDRICK.

Julie Marie Anderson
Notary Public, State of Texas

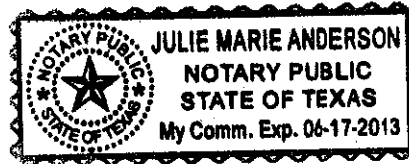
STATE OF TEXAS §
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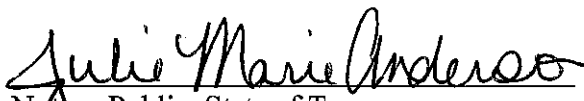
This instrument was acknowledged before me on the 30 day of April, 2010, by Israel Pena, President of AUTHENTIC CUSTOM HOMES, INC., a Texas corporation, on behalf of said corporation.


Notary Public, State of Texas

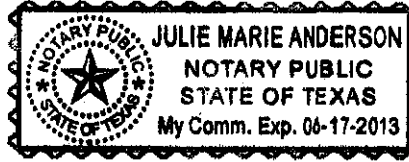
STATE OF TEXAS §
COUNTY OF KENDALL §



This instrument was acknowledged before me on the 30 day of April, 2010, by Israel Pena, Director of VILLAGE PARK OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.


Notary Public, State of Texas

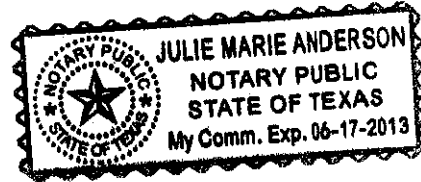
STATE OF TEXAS §
COUNTY OF KENDALL §



This instrument was acknowledged before me on the 30 day of April, 2010, by Adrienne Pena Carnes, Director of VILLAGE PARK OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.

Julie Marie Anderson
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF KENDALL §



This instrument was acknowledged before me on the 30 day of April, 2010, by Jim Terrian, Director of VILLAGE PARK OWNERS ASSOCIATION, a Texas nonprofit corporation, on behalf of said corporation.

Julie Marie Anderson
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

Sid Lawrence, III
14603 Huebner Road, Building 20, Suite 2
San Antonio, Texas 78230
(210) 495-5560

**APPENDIX B
MAINTENANCE RESPONSIBILITY CHART**

(See Notes at End)

COMPONENT OF PROPERTY	AREA OF COMMON RESPONSIBILITY	OWNER RESPONSIBILITY
Roofs.	None.	All aspects.
Roof-mounted attachments.	None.	All aspects.
Exterior vertical walls of buildings, other exterior features of buildings not specifically listed in chart.	None.	All aspects, including wall cavities and insulation.
Building foundations, patio slabs, and A/C slabs.	None.	All aspects, including tolerance for minor cracks that are inevitable results of the natural movement of soil (expansion and contraction), shrinkage during the curing of the concrete, and settling of the building.
Concrete driveways.	None.	All aspects.
Concrete sidewalks.	All structural aspects.	Routine cleaning & tolerance for minor cracks that are inevitable results of the natural expansion & contraction of soil, shrinkage during the curing of the concrete, and settling of the building.
Retaining walls.	None.	All aspects.
Displays of street numbers on exterior doors or building surfaces.	None.	All aspects.
Gutters and downspouts.	None.	All aspects.
Grounds-outside the fenced yards.	All aspects.	None.

COMPONENTS OF PROPERTY	AREA OF COMMON RESPONSIBILITY	OWNER RESPONSIBILITY
Yard irrigation system outside the fenced yards (sprinkler)	All aspects.	None.
Exterior light fixtures on buildings.	None.	All aspects.
Garages.	None.	All aspects. Includes, routine interior cleaning, interior wall and ceiling materials, garage door, pedestrian door, automatic garage door opener, remote controls, interior light fixture, interior electrical outlets.
Skylights.	None.	All aspects.
Attics.	None.	All aspects.
Insulation & weatherstripping.	None.	All aspects.
Chimneys & fireplaces.	None.	All aspects, including flues, firebox, damper, and periodic flue cleaning.
Fences and gates around private townhome yards.	All aspects.	None.
Townhome interiors, including improvements, fixtures, partition walls & floors within townhome.	None.	All aspects.
Sheetrock in townhomes (walls and ceilings) & treatments on walls.	None.	All aspects.
Improvements and grounds in fenced private patio/yards.	None.	All aspects.
Surface water drainage systems.	None.	All aspects.

COMPONENT OF PROPERTY	AREA OF COMMON RESPONSIBILITY	OWNER RESPONSIBILITY
Exterior doors of townhomes.	None.	All aspects of exterior doors including door frame, door, glass panes, hardware, locks, peepholes, thresholds, weatherstripping, and doorbells.
Windows.	None.	All aspects, including window frames, window sill flashings, window seals and sealants, screens, window locks, glass panes, glazing, interior caulking.
Water, sewer, electrical lines & systems.	None.	All aspects of lines and systems serving the lots.
Heating and cooling systems & water heaters.	None.	All aspects.
Intrusion alarms on doors/ windows, smoke/heat detectors, monitoring equipment.	None.	All aspects.
Cable for television or internet.	None.	All aspects.
Satellite dishes.	None.	All aspects.

NOTES TO MAINTENANCE RESPONSIBILITY CHART

- NOTE 1 In the event of a conflict between this Maintenance Responsibility Chart and a provision of the Declaration of Village Park Townhomes, the Declaration controls. This Maintenance Responsibility Chart may not be interpreted or amended to create a conflict with a provision of the Declaration.
- NOTE 2 As used in this Maintenance Responsibility Chart, "all aspects" includes maintenance, repair, and replacement, as needed.
- NOTE 3 Each component listed in the first column of the Maintenance Responsibility Chart of Village Park Townhomes is applicable only if the component exists, and may not be construed to create a requirement to have such a component. A skylight is an example of a component that may or may not be on a building.
- NOTE 4 If the owner is responsible for a component of the townhome building that is shared with the owners of the other townhomes in the townhome building, such as roof trusses and the foundation, the responsibility is shared by the owners of all the townhomes in the building. If the owners of the townhomes in the building cannot agree on an equitable division of the costs based on the circumstances, the division will be equal among the townhomes although one townhome may be more affected than the others. If the owners of the townhomes cannot agree on any aspect of maintenance that requires their joint participation, the matter will be decided by a three (3) person ad hoc committee appointed by the Board of Directors.
- NOTE 5 If an owner fails or refuses to perform necessary maintenance, repair, or replacement, the Association may perform the work after giving required notices to the owner.
- NOTE 6 This Maintenance Responsibility Chart may be revised by the Association acting through its Board of Directors, with the approval of owners representing at least a majority of the townhomes in the Property. A revised Maintenance Responsibility Chart must be recorded in the Real Property Records of Kendall County, Texas.

(End of Appendix B)