NR

00C. NO.

91034066

AMENDMENT TO DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SPICEWOOD POINT TOWNHOME

12:09 PH 0169

7.00 INDX 1 4 04/26/91 910340.66-DBC\$ 43.19-CHK\$

STATE OF TEXAS

)(

COUNTY OF TRAVIS

RAVIS )(

WHEREAS, Spicewood Point is a condominium project in Travis County, Texas, according to the Declaration of Covenants, Conditions and Restrictions of record in Volume 7606, Page 769, Condominium Platt Records of Travis County, Texas; and,

WHEREAS, all of the condominium units within said condominium project are owned by members of Spicewood Point Townhomes Homeowner's Association, a Texas corporation; and,

WHEREAS, at a meeting of the members of said Spicewood

Point Townhomes Homeowner's Association, duly held in accordance

with the Bylaws of said Association on January 20, 1991,

at which meeting a quorum of members was present, the members

of the Association, by a vote in excess of 69% of the membership

of said Association, voted to file an amendment to the Declarat
ion of Covenants, Conditions and Restrictions;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That pursuant of the Declaration of Covenants, Conditions and Restrictions of Spicewood Point Condominium and the Bylaw of Spicewood Point Homeowner's Association, the members of Spicewood Point Homeowner's Association, acting herein by and through the undersigned officer of said Association, Herein by through the undersigned officer of said Association, hereby files the following amendments to the Declaration of Covenants, Conditions and Restrictions of said Association:

REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

11424 0583

Section 5.12, page 29, is amended to hereafter read as follows:

"5.12 Non Payment of Assessments. Any assessments not paid on the date when due, shall be immediately deliquent and hereinafter shall, to the full extent permitted by law, bind such property in the hands of the owner, his heirs, devisees, personal representatives, successors and assigns. If the assessment is not paid within thirty (30) days after the due (deliquent) date, water shall be turned off serving owner's condominium, and a lock shall be placed on such turnoff valve until the assessment is paid. Provided, however, the above remedy may not be exercised by the Association until 10 days after written notice of intent to exercise same is mailed to the amount of such assessment interest is provided and all cost incurred in termination of water service."

All other provisions of the Declaration of Covenants, Conditions Rrstrictions shall remain in full force and effect as written EXECUTED this the 12+10 day of April, 1991.

Spicewood Point Townhones Homeowner's Association

34: JASLE (MO)

Jessie Amos, President

REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

11424 0584

STATE OF TEXAS )(
)(
COUNTY OF TRAVIS )(

This instrument was acknowledged before me on the Abril by Jessie Amos, President of Spicewood Point Townhome Homeowner's Association of Texas corporation, for such Association.

lotary Public in and for Travis County

LINDA G. PRICE X a S Notary Public, State of Texas My Commission Expires Sept. 30, 1992

(Print Name of Notary)

My commission expires:

FILED

1991 APR 26 PM 12: 07

DANA DE BEAUVOIR COUNTY CLERK TRAVIS COUNTY. TEXAS STATEOFTEXAS

i hereby certify that this instrument was FILED as
the date and at the time stampent error by me; and
was duly RECORDED, in the Volume and Page of the
named RECORDS of Travis County, Toras, on

APR 26 1991



Return to: Spicewood Point Townhomes Homeowner's Association c/o Executive Directors & Co. P. O. Box 50033 Austin, Texas 78763

RECORDER'S MEMORANDUM - At the time of recordation this instrument was found to be inadequate for the best photographic reproduction, because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS

11424 0585