



**2004 Amendment to the Covenants, Conditions, and Restrictions for
Williamsburg, a Planned Unit Development**

The following is an amendment to the Declaration Covenants, Conditions, and Restrictions for Williamsburg, a Planned Unit Development, recorded in Volume 6820, Page 1628. The amendment was adopted by the members of the Williamsburg Homeowner's Association, Inc. in accordance with Article XIV, Section 4 of the Declaration.

Article V of the Declaration is amended by adding a new Section 2a, to read as follows:

"Section 2a. Division and use of assessments. Each Owner's monthly assessment shall consist of two parts: (1) assessment for exterior maintenance of the Owner's dwelling under Article V, and (2) assessment for common expenses under Article IV.

"(a) Each Owner's exterior maintenance assessment will be placed in a ledger account that will be used by the Association solely for the maintenance by the Association of the Owner's dwelling exterior, including but not limited to roofs, gutters, downspouts, walls, windows, doors, garage doors, porches, patios, foundations, sidewalks, and other building exteriors. However, such funds will not be used for maintenance of air conditioning equipment, garage door opening equipment, window glass, gate and door hardware, exterior light fixtures not installed by the Declarant or the Association, utility meters, circuit breakers, switch panels, water and sewer lines, and cables for television, telephone, or internet, all of which shall be the responsibility of the Owner to maintain and pay for. The balance in an Owner's exterior maintenance account will be automatically transferred to any new owner who acquires the Owner's Lot.

"(b) At the Owner's option, without notice to the Association and regardless of whether the Declaration requires the work to be performed by the Association or the Owner, the Owner may have exterior maintenance on his dwelling done by a qualified contractor selected by the Owner. At the request of the Owner, such contractor may be paid out of the funds available in the Owner's ledger account for exterior maintenance. The Board will have the right to rescind any particular Owner's right to choose his own contractor if adjoining Owners cannot agree on a contractor to remedy a party wall or common roof problem affecting their respective dwellings or the Owner has had a history of choosing one or more contractors who have done work of poor quality, in the Board's sole discretion, on the exterior of the Owner's dwelling. Owners are encouraged to make sure they select contractors who are capable and financially sound and are willing to warrant their work.

"(c) Payment for maintenance work with funds from an Owner's exterior maintenance ledger account will be paid upon presentation of invoices to the Association. Any shortfall of funds in an Owner's exterior maintenance account will be paid for directly by the Owner to the contractor, suppliers, or repair personnel. The intent of the foregoing is that each Owner will be solely responsible for all maintenance expenses to his dwelling structure either through the Owner's exterior maintenance ledger account or through direct payment by the Owner. If maintenance affects more than two or more adjacent dwellings (such as roof leaks or party walls) and the Owners cannot agree on the allocation of the maintenance costs, the allocation between the dwellings affected will be determined solely by the Board of Directors. Exterior maintenance assessments for the Owners need not be uniform because of the differences in size, design, and materials of the dwellings on the various Lots.

"(d) Each Owner's common assessment under Article IV will be pooled with those of other Owners and will be considered a common fund for operating the Association and maintaining

common improvements and landscaping that have been installed at the expense of the Declarant or the Association. This includes drainage, shrubs, trees, grass, and planting beds on all Lots and common areas. It may not be used to maintain plants installed by an Owner. No exterior plants may be installed by an Owner, without written consent of the Environmental Control Committee or by the Board if the decision of the Environmental Control Committee is appealed to the Board. Common assessments will be uniform for all Lots.

“(e) The division of assessments into exterior maintenance assessments and common assessments as provided above shall not negate the Association’s responsibility to perform exterior maintenance on the buildings on the various Lots. The division only affects who pays for such maintenance. This section does not affect an Owner’s maintenance obligations under Article X, Section 1. If an Owner fails to perform such maintenance, the Board may, after written notice from the Board and a reasonable time period for performance, perform such maintenance at the Owner’s expense.

“(f) The Board will have the right to specially assess an Owner for damages, late fees, interest, fines, attorneys fees, or other expenses incurred by the Association because of the Owner’s wrongful conduct or failure to comply with the Declaration or Association Bylaws or Rules, and such obligations of the Owner shall be secured by a lien under Article V, Section 1 on the respective Owner’s Lot, to the same extent as a lien for maintenance assessments or for special assessments for capital improvements and deficits. Any imposition of such charges shall comply with applicable statutory requirements.

“(g) This section prevails over all other Declaration provision that may be inconsistent and in conflict with it. This section applies to Lot 108 only when allowed by Article IX, Section 25.”

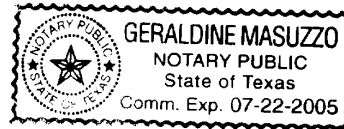
The undersigned certifies that the above Amendment to the Declaration was duly adopted by written consent of 90% or more of the Owners as required by Article XIV, Section 4. The effective date of the amendment is May 10, 2005 being the date that the 90% requirement was met.

Harold C. York
President
Sally S. Wiedemann
Secretary

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 22 day of May, 2004, by Harold C. York, as president of the Association.
2005

Geraldine Masuzzo
Notary Public for the State of Texas

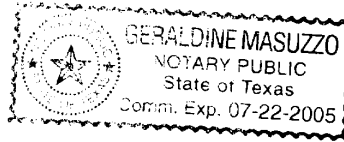


STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 22 day of May,
2004, by SALLY S. Wiedemann, as secretary of the Association,
2015

Geraldine Masuzzo
Notary Public for the State of Texas

After recording, please return to:
Larry Niemann
Niemann & Niemann
1122 Colorado Street, Suite 313
Austin, Texas 78701



Williamsburgdecamend5-11-04.doc

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2005 Jun 16 02:49 PM 2005107225

HERRERAR \$18.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS