



FIRST AMENDMENT: Article XXIII is hereby amended to read as follows:

ARTICLE XXIII

WALL, LANDSCAPING, MAINTENANCE, AND OTHER EASEMENTS

Unit 1

Declarant hereby reserves unto itself and its assigns in writing, (1) a wall and landscaping easement, three feet (3') in width, upon Lots 1-9, Block 4, and Lots 1-12, Block 5, as shown and depicted on Subdivision Plat, and (2) wall and landscaping easements ten feet (10') in width on the side lot lines of Lot 1, Block 5 and Lot 9, Block 4 abounding Senna Vista street. Within said wall and landscaping easements, Declarant and its assigns in writing, shall have the right to construct, reconstruct, clean, repair, and maintain perimeter and entry walls and entry monuments with such features and signage, if any, as Declarant shall determine, and such plants, vegetation, and landscaping between any wall so constructed and the adjacent right-of-way as Declarant may determine. Declarant and its assigns shall have a general right of access upon such Lots for the purpose of such initial construction and thereafter for the purpose of repair, maintenance, and cleaning of any wall constructed pursuant to the power hereby reserved and for the purpose of maintaining and replacing any landscaping or vegetation lying between any wall so constructed and the adjacent right-of-way. Any wall or monument constructed by Declarant pursuant to the rights herein retained shall be transferred and conveyed to the Association following completion of construction which shall maintain said wall at all times in its original condition, with materials matching its original construction, and shall ensure that the exterior thereof is deft clean and free of all defacing, blemishes, mars, and markings thereon. In the event the Association shall ever fail to promptly make any needed repair, maintenance or cleaning to the wall or shall fail to properly and neatly maintain the vegetation and landscaping between the wall and right of way, Declarant, its successors and assigns, shall have the right of entry onto said Lots and right to perform such functions at the expense of the Association.

In the event that any Owner fails to maintain his Lot as required herein or in the event of emergency, the Declarant and/or the Association shall have the right but not the obligation to enter upon the Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Declarant shall not be liable for any damage so created unless such damage is caused by the Declarant's willful misconduct or gross negligence.

SECOND AMENDMENT: Article XXV is hereby amended to read as follows:

ARTICLE XXV

GARAGES

A garage able to accommodate at least two (2) automobiles must be constructed and maintained as a garage, for each Living Unit. Each driveway must accommodate two vehicles in front of the garage for off-street parking requirements. Rear detached garages shall be permitted provided they are constructed in compliance with the requirements of these covenants.

EXECUTED effective the 31<sup>st</sup> day of January, 1995.

DECLARANT

SAN ANTONIO ENCINO PARK, L.P.

By Haynes Merrell Company,  
General Partner

By: Ronald W. Haynes Jr.  
Its President

STATE OF TEXAS §

COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the 31<sup>st</sup> day of January, 1995, by Ronald W. Haynes Jr., President of Haynes Merrell Company, a Texas corporation, General Partner of San Antonio Encino Park, L.P., a Texas limited partnership, on behalf of said corporation and partnership.

Linda Bednar  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

San Antonio Encino Park, L.P.  
3330 Oakwell Court, Suite 110  
San Antonio, Texas 78218  
Attention: Ms. Sarah Carrington

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