

AMENDMENT TO RESTRICTIONS, RESERVATIONS, COVENANTS,
AND ASSESSMENTS FOR THE CROSSING

26054

THE STATE OF TEXAS §
COUNTY OF KENDALL § KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, LAKECROFT, INC., a Texas corporation, has heretofore developed the following Subdivisions in Kendall County, Texas, to-wit:

THE CROSSING, MOUNTAIN CREEK SECTION, a Sub-division in Kendall County, Texas, according to Plat duly recorded in Volume 1, Pages 77-81, Map and Plat Records of Kendall County, Texas.

THE CROSSING, RIVER FOREST SECTION, a Sub-division in Kendall County, Texas, according to Plat duly recorded in Volume 1, Pages 82-87, Map and Plat Records of Kendall County, Texas; and,

WHEREAS, Lakecroft, Inc. has heretofore adopted certain restrictions, reservations, covenants and assessments applicable to all property in the above described Subdivisions, said restrictions, reservations, covenants and assessments now appearing of record in Volume 124, Pages 9-12, Deed Records of Kendall County, Texas; and,

WHEREAS, said Restrictions provide that the same may be amended by Lakecroft, Inc. at any time prior to January 1, 1980 by written instrument filed of record in the office of the County Clerk of Kendall County, Texas; and,

WHEREAS, Lakecroft, Inc. desires to amend said Restrictions to correct certain omissions therein:

NOW, THEREFORE, in consideration of the premises and pursuant to the right to amend so reserved in said Restrictions, LAKECROFT, INC., a Texas corporation, does hereby AMEND the aforesaid RESTRICTIONS, RESERVATIONS, COVENANTS and ASSESSMENTS for THE CROSSING recorded in Volume 124, Pages 9-12, Deed Records of Kendall County, Texas, in the following respects, to-wit:

I.

Paragraph 1 of said Restrictions is amended to read as follows, to-wit:

"All tracts shall be used solely for residential purposes except lots 1 through 3; 19 through 23; 195 through 199; and 211 through 220, which may be used for commercial purposes. Seller expressly reserves the right until January 1, 1980, to amend these Restrictions which amendment may be accomplished by written instrument filed of record in the office of the County Clerk of Kendall County, Texas."

II.

Paragraph 3 of said Restrictions is amended to read as follows, to-wit:

"No building other than a single family residence containing not less than the square feet, exclusive of open porches, breezeways, carports and garages, and having not less than the percent, as set forth hereunder, of its exterior walls constructed of masonry (brick, rock, concrete or concrete products) shall be erected or constructed on any residential tract. No garage may be erected except simultaneously with or subsequent to erection of a residence. All buildings must be completed not later than six (6) months after laying foundations and no structures or house trailers of any kind may be moved onto the property. Prefabricated homes constructed of new material will be permitted provided they comply with all of the other restrictions. Servants quarters or guest houses may be constructed to the rear of a permanent residence. All buildings with any floor level of five feet (5') or less from the ground level must be completely enclosed from the ground level to the lower portion of the outside walls so as to maintain a neat appearance and remove posts or piers from outside view.

<u>Tracts</u>	<u>% Masonry</u>	<u>Sq. Feet</u>
4 thru 18	50	1300
24 thru 64	60	1600
65 thru 147	50	1300
148 thru 194	25	900
200 thru 202	25	900
203 thru 205	50	1300
206 thru 210	25	900
221 thru 229	25	900
230 thru 263	50	1300
264 thru 302	60	1600

III.

Paragraph 5 of said Restrictions is amended to read as follows, to-wit:

"No improvements shall be erected on any residential tract in THE CROSSING nearer than fifty feet (50') to front property line, except Lots 39 thru 53; 200 thru 210; 221 thru 281; and 295 thru 302, with respect to which lots said front setback requirement shall be twenty-five feet (25'); nor nearer than ten feet (10') to the side property line. No material of any kind shall be placed or stored on any such tract unless construction of a permanent residence has been commenced and is underway. No used materials shall be stored on any such tract or used in any construction. In the event materials of any kind are placed on the property which are, in the opinion of the Seller, in violation of the above stipulation and agreement, Seller may notify Purchaser by mail of such violation, and if the violation is not corrected and the subject material is not removed within ten (10) days after the mailing of such notice, Seller may remove said material from the property, dispose of such material, and charge Purchaser with removal and disposition costs, and Seller shall have no liability to Purchaser by virtue

of the exercise of such right of removal."

EXECUTED this 27th day of June, 1978.

LAKECROFT, INC.

By [Signature]
B.J. SLEDGE, JR., President

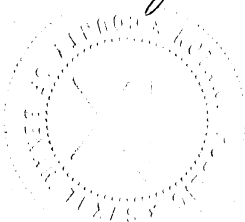
ATTEST:

[Signature]
JEANNE ATKINSON, Secretary

THE STATE OF TEXAS §
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COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared B.J. SLEDGE, JR., President of LAKECROFT, INC., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN under my hand and seal of office on this the 27th day of June, 1978.



[Signature]
Notary Public in and for
Bexar County, Texas
My Commission Expires: JUNE 1, 1980

FILED FOR RECORD THIS 29th DAY OF June 1978, AT 11:50 O'CLOCK A. M.
RECORDED THIS 3rd DAY OF July 1978, AT 10:40 O'CLOCK A. M.

BY: [Signature]
DEPUTY

SHIRLEY R. STEHLING
COUNTY CLERK, KENDALL COUNTY, TEXAS