

**FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS**

Bridgewood, Unit 1

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS the Declaration of Protective Covenants for Bridgewood, Unit 1, was executed effective the 21st day of January, 2000, and filed at Volume 8586, Page 398, *et seq.*, Official Public Records of Real Property of Bexar County, Texas (hereinafter, "the Declaration"), by KAUFMAN AND BROAD LONE STAR, L.P., as Declarant; and,

WHEREAS, the Declaration subjects the land platted as Bridgewood, Unit 1, and all property annexed subsequently thereto, to certain reservations, restrictions, covenants and easements; and,

WHEREAS, the Declaration provides, in Article 24 of the Declaration, that the restrictions (as defined in the Declaration) may be amended at any time prior to the termination thereof by recorded instrument in the Real Property Records of Bexar County, Texas, signed by the then owners of at least two-thirds (2/3) of the collective number of the restricted lots situated in Bridgewood subdivision, including those areas annexed thereto; and,

WHEREAS, the requisite number of owners are in favor of adopting certain changes to the Declaration to extend and further serve the purposes for which the purposes for which the Declaration was adopted and imposed;

NOW THEREFORE, by their signatures below, the owners of at least two-thirds (2/3) of the collective number of the restricted lots situated in Bridgewood subdivision, including those areas annexed thereto, do hereby adopt the following amendment to the Declaration, which shall be applicable to the use, occupancy, ownership and improvement of all residential lots in the subdivision (as defined in the Declaration), and which shall constitute a covenant running with the land binding on all current and future owners, tenants and occupants of land within Bridgewood subdivision, to wit:

I. AMENDMENT TO ARTICLE 16

Article 16 of the Declaration is hereby deleted in its entirety, and replaced with the following language:

Article 16. Vehicles and Equipment

1. Private passenger automobiles and light duty trucks with a capacity under three-quarter (3/4) tons displaying a current and valid license plate issued by a properly-authorized state licensing agency or department, and utilized for personal use, shall be allowed to park on the street, if wholly in front of a residence, by or with the consent of the owner and/or lessee of that residence, provided that any vehicle so parked shall not obstruct the right of way or impede the normal flow of traffic. No vehicle may be parked in front of any residence without the consent of the owner and/or lessee of that residence. For the purpose of this Article the phrase "in front of a residence" means having any portion of any object located within the area between the side lines of a residential lot pursuant to an approved plat of that lot. Vehicles shall not be parked front or rear end first in any cul-de-sac paved area, street right of way.

2. No heavy truck (having a capacity of three-quarter (3/4) tons or greater), camper, motor home, boat, trailer, machinery or equipment of any kind shall ever be parked on any lot or on any street right-of-way, easement or common area adjacent to any lot, except for temporary parking incident to the contemporaneous use of such object or as otherwise approved, upon strict and compelling circumstances, by the Board of Directors of the hereinafter named Association, nor shall any such object be left parked or stored on any lot or any adjacent street right-of-way, easement or common area unless parked or stored inside the garage or parked or stored at least seventy (70) feet rearward from the property line and at least twenty (20) feet from the nearest side property line, an screened by a wood fence six (6) feet in height and otherwise obscured from general view by an enclosure or screening approved by the Architectural Control Committee.

3. Without limiting, the foregoing, it shall be presumed that any vehicle that does not have attached a current license plate and current safety inspection sticker (if required by statute), or has one or more flat tires, or is otherwise disabled or partially disassembled, is a vehicle stored in violation of this Article 16.

4. No automobile, truck, camper, motor home, mobile home, boat, or other vehicle, or any part thereof, or trailer, machinery or equipment of any kind shall be placed, kept, parked or stored upon any unpaved portion of any residential lot. No motor home, camper, boat, trailer, or other vehicle of height greater than nine (9) feet shall be kept or stored on any lot or on the street adjoining any lot or common area. No electrical, potable water, or sewage services shall be connected to any motor home, travel trailer or camper.

5. Motorcycles, motorbikes, motor scooters, motorized bicycles, or other motorized vehicles shall not be operated on any lot or operated to or from any lot over the streets of the aforementioned subdivision unless such vehicle is operated by a state licensed driver and such vehicle is equipped with an adequate and properly functioning muffler, nor shall such vehicles be kept or operated in excess of any posted speed limit or in such a way as to constitute a nuisance or danger.

6. No stereo, radio, or other device designed or used to broadcast music or sound shall be permitted to emanate any sound, on land subject to the Declaration, at a level above that which disturbs the peace of a person of reasonable sensibilities.

7. In addition to the provisions of Article 22 of the Declaration, and not in lieu thereof, the Association, acting through the Board of Directors of the Association, may enforce the restrictions in this Article 16 through any one or more of the following remedies:

- a. Imposition of a fine not to exceed fifty dollars per day per violation;
- b. Towing of any vehicle, truck, trailer, boat, mobile home, motor home, conveyance, equipment and/or machinery in violation of this Article 16 to a storage lot or facility, at the expense the owner of the towed item; and,
- c. Suspension of the rights of the person(s) committing the violations to use the common area recreational facilities owned by the Association, if any, for a period of time not to exceed thirty (30) days for each such violation.

8. Before the Board may invoke any of the above remedies, it must comply with all applicable legal requirements, including, but not limited to, Section 209.006, Texas Property Code, and Chapter 684, Texas Transportation Code.

II. AMENDMENT TO ARTICLE 22

Article 22 of the Declaration is hereby amended to include the following language, in addition to the original language of Article 22:

All expenses incurred by the Association in enforcing these Restrictions, and assessments, fines and other charges imposed pursuant to this Declaration, shall constitute a lien in favor of the Association against the land of the Owner obligated to pay same, as if they were an annual assessment.

IN WITNESS WHEREOF, the undersigned, constituting current Owners of at least two-thirds of the collective number of the restrictive lots situated in Bridgewood subdivision, including annexations thereto, hereby adopt the above and foregoing amendment to the Declaration of Protective Covenants of Bridgewood, Unit 1. This Amendment may be executed in multiple counterparts.

Owner's signature

Owner's printed name

Address of Bridgewood Lot:

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me, the undersigned Notary Public, by the person whose name is written above, on this the ____ day of _____, 2003.

Notary Public, State of Texas

Owner's signature

Owner's printed name

Address of Bridgewood Lot:

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me, the undersigned Notary Public, by the person whose name is written above, on this the ____ day of _____, 2003.

Notary Public, State of Texas