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DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS (D)

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FAIRWAYS OF BLACKHAWK SUBDIVISION

STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENTS THAT:
COUNTY OF TRAVIS §

This First Amendment to Declaration of Covenants, Conditions, and Restrictions for Fairways of Blackhawk Subdivision is made to be effective on the ____ day of April, 1993 with respect to the following facts:

- a) The Declaration of Covenants, Conditions, and Restrictions for Fairways of Blackhawk Subdivision ("Declaration") was recorded on November 13, 1992, in Volume 11813, Page 56, Real Property Records of Travis County, Texas.
- b) Article 9.3 of the Declaration provides that the Declaration may be amended by Declarant at any time to correct typographical or grammatical errors and to comply with VA or FHA approval of the properties (as that term is defined in the Declaration).
- c) The undersigned Declarant under the Declaration desires to amend the Declaration, as set forth herein, for the purposes set forth in (b) above.

NOW, THEREFORE, Declarant declares as follows:

1. Article 1.4. Association. This sentence should be deleted in its entirety and replaced by the following:

"Association" or "Master Association" shall mean and refer to the Blackhawk Homeowners Association, Inc., a Texas Non-Profit Corporation, its successors, and assigns.

2. Article 5. Entitled "Fairways of Blackhawk Homeowner's Association, Inc. shall be amended to read:

"Blackhawk Homeowners Association, Inc.

3. Article 7.3. Regular and Annual Assessments. The last sentence of Article 7.3 is hereby deleted in its entirety and replaced by the following:

"Notwithstanding the foregoing, as to any residential structure financed by a mortgage insured by the VA or FHA, the maximum annual assessment per lot for the calendar year 1993 shall be Two Hundred Sixty Four and No/100 Dollars (\$264.00), which maximum assessment shall thereafter be increased, by the sum of five percent (5%) per year.

4. Article 7.4. Special Assessments. The calendar year 1992 is hereby deleted and replaced by the calendar year 1993.

5. Article 7.5. Owners Personal Obligations For Payment Of Assessments. The last sentence of Article 7.5 is hereby deleted in its entirety and replaced by the following:

"In the event of default in the payment of any such assessment, the owner of the lot shall be obligated to pay interest at the highest rate allowed by the VA or FHA for interest on delinquent assessments, but in no event higher than any applicable usury laws then in effect on the amount of the assessment from the due date thereof (or, if there is no such highest rate, the rate of eighteen percent (18%) per annum) together with all costs and expenses of collection, including reasonable attorneys fees."

6. Article 7.6. Exemption of Declarant. Article 7.6 shall be deleted in its entirety and replaced by the following:

7.6. Exemptions: Notwithstanding any provision herein to the contrary, all common area and association property shall be exempt from the payment of any assessments whether regular or special."

7. The Supplemental Declaration to Fairways of Blackhawk Covenants, Conditions and Restrictions recorded in Volume 1183, Pages 0085-0088 is hereby amended as follows:

(a) The initial paragraph of the Supplemental Declaration to Fairways of Blackhawk Covenants, Conditions and Restrictions is hereby deleted in its entirety and replaced by the following:

WHEREAS, Fairways of Blackhawk, Limited Partnership, an Ohio Limited Partnership, are the owners of that certain real property described as Fairways of Blackhawk, a Subdivision situated in the County of Travis, State of Texas, according to the map or plat thereof recorded in Volume 91, Page 50-51, plat records of Travis, Texas (the "Property"); and

(b) The second paragraph in the Supplemental Declaration to Fairways of Blackhawk Covenants, Conditions and Restrictions is hereby deleted in its entirety and amended to read as follows:

WHEREAS, that certain real property described as Fairways of Blackhawk, a Subdivision in Travis County, State of Texas, (the "Property"); is subject to that certain Fairways of Blackhawk Master Declaration of Covenants, Conditions and Restrictions of record in Volume 11813, Pages 0056-0084 of the Deed Records of Travis County, Texas (the "Declaration"); and

(c) Section 1.3. of the Supplemental Declaration to Fairways of Blackhawk Covenants, Conditions and Restrictions entitle masonry requirements is hereby deleted in its entirety and amended to read as follows:

1.3. Masonry Requirements. All single story residences located on non-golf course and corner lots shall have masonry fronts and sides for a total of approximately seventy-five percent (75%) of the exterior walls. All two story residences located on non-golf course and corner lots shall have masonry fronts on both levels and on the first level of the sides for a total of approximately fifty percent (50%) of the total exterior walls. All single and two story residences located on the golf course lots shall have masonry fronts and sides for a total of approximately seventy-five (75%) of the total exterior walls. All gables, windows and door openings shall be excluded from the total area and masonry fireplaces, chimneys and garages may be included in the computation as masonry used. The Architectural Review Committee may grant a variance in the percentages set out herein.

(d) Section 1.9 of the Supplemental Declaration to Fairways of Blackhawk Covenants, Conditions and Restrictions is hereby deleted in its entirety and replaced with the following:

1.9 Swimming pools, tennis courts, sport courts and basketball goals. The location and plans and specifications for any swimming pool, tennis court, sport court or basketball goal, and its screening or fencing, shall be subject to the approval and requirements of the Architectural Review Committee. Above ground swimming pools shall not be allowed. Basketball goals in the front or side of any residence shall not be allowed. The materials, design and construction of all pools, courts and goals shall meet standards generally accepted by the Industry, and shall comply with the regulations of all applicable governmental entities, and shall meet all fence and set-back criteria established by this Declaration and other applicable governmental requirements.

IN WITNESS WHEREOF, Declarant executed this first Amendment to the Master Declaration of Covenants, Conditions and Restrictions as of this 15th day of April, 1993.

By: FAIRWAYS OF BLACKHAWK, Limited Partnership,
an Ohio Limited Partnership

By: Ohio Blackhawk of Texas, Inc.
An Ohio Corporation, Its General Partner

BY: David L. Brooks
DAVID BROOKS, President

STATE OF OHIO §
COUNTY OF HAMILTON §

This instrument was acknowledged before me on this the 15th day of April, 1993, by David L. Brooks, President of Ohio Blackhawk of Texas, Inc., General Partner, Fairways of Blackhawk Limited Partnership.

[SEAL]

Sheri Vee Draffen
Notary Public - State of Texas
SHERI VEE DRAFFEN
Notary Public, State of Ohio
My Commission Expires October 20, 1994

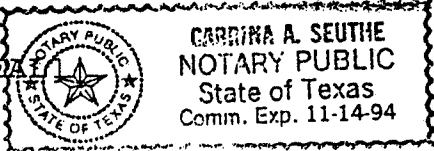
CONSENT OF MORTGAGEE

Charles S. Nichols, Jr. Ex. v.p. of Horizon Savings, as the owner and holder of indebtedness secured by a Deed of Trust covering the property, of record in Volume , Page , Real Property Records of Travis County, Texas, does hereby join in the execution of this First Amendment to Fairways of Blackhawk, Section One Declaration of Covenants, Conditions and Restrictions for the purpose of evidencing its consent hereto.

EXECUTED this 5th of MAY, 1993 by CHARLES S. NICHOLS, JR., its EX. VICE PRESIDENT.

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the 5th day of MAY, 1993, by CHARLES S. NICHOLS, JR., of HORIZON SAVINGS ASSN. on behalf of said Corporation.

[SEAL]  CARINA A. SEUTHE
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-14-94

Carina A. Seuthe
Notary Public - State of Texas