

as Declarant is entitled to five (5) votes for every one (1) vote to which another person is entitled pursuant to Article III, Section 2, Declarant shall have the right to approve or disapprove all members proposed for appointment by the Board. Thereafter, the Board shall have the right to appoint and remove all members of the Committee without Declarant's consent.

C. ADOPTION OF RULES. The Architectural Committee may adopt such procedural and substantive rules, not in conflict with this Amended Declaration, as it may deem necessary or proper for the performance of its duties.

D. POWERS AND DUTIES OF ARCHITECTURAL COMMITTEE. The Architectural Committee shall have all powers and duties conferred or imposed upon it by this Amended Declaration and all inherent powers necessary or proper in the performance of its duties as set forth in this Amended Declaration or its rules. In addition thereto, and without limiting the generality of the foregoing, the Architectural Committee shall have the following specific powers and duties:

(1). To approve all plans and specifications for any improvements in KINGS POINT SUBDIVISION;

(2). To review and inspect all construction or proposed construction in KINGS POINT SUBDIVISION;

(3). To set such height elevations and setback requirements as it deems necessary or proper, except in those cases where such limitations are contained on the face of any applicable plat or herein;

(4). To prescribe for any given section or area of development, certain building or architectural restrictions, methods of development, limitations on types of building materials, placement of structures, colors, or other similar restrictions or limitations as it may see fit;

(5). To control the spacing or orientation of all dwelling units, buildings, garages, accessory buildings, or structures of any type whatsoever, with relation to the front and side yard orientation thereof;

(6). To prescribe design or construction criteria for driveways, fences, walls, landscaping, or other improvements;

(7). To specify types, colors, quality of roofing material to be applicable to any given area or street;

(8). To prescribe and charge reasonable fees for its services.

E. REVIEW OF PROPOSED CONSTRUCTION. Whenever in this Amended Declaration the approval of the Architectural Committee is required, it shall have the right to consider all of the plans and specifications for the improvement or proposal in question and all other facts which, in its sole discretion, are relevant. Except as provided in Paragraph K, prior to commencement of any construction of any improvement in KINGS POINT SUBDIVISION, the plans and specifications therefor shall be submitted to the Architectural Committee, and construction thereof may not commence unless and until the Committee has approved such plans and specifications in writing. The Committee shall consider and act upon any and all plans and specifications submitted for its approval pursuant to this Amended Declaration, and perform such other duties assigned to it by this Amended Declaration or as from time to time shall be assigned to it by the Board of Directors, including the inspection of construction in progress to

assure its conformance with plans and specifications approved by the Committee. The Committee may review and approve or disapprove all plans and specifications submitted to it for any proposed improvement, including the construction, alteration or addition thereof or thereto, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the surrounding area and KINGS POINT SUBDIVISION generally. The Committee shall take into consideration the aesthetic aspects of architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing any proposed improvement, nor shall its approval of any plans or specifications be deemed approval thereof, from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

F. MEETINGS OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may, by resolution, unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Paragraph J. In the absence of such designation, the vote of a majority of all of the members of the Committee taken without a meeting shall constitute an act of the Committee.

G. NO WAIVER OF FUTURE APPROVALS. The approval or consent of the Committee to any plans or specifications for any work done or proposed or in connection with any other matter requiring the approval or consent of the Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications, or other matter whatever, subsequently or additionally submitted for approval or consent by the same or a different person.

H. INSPECTION OF WORK.

(1). Completed Work. Inspection of completed work and correction of defects therein shall proceed as follows:

(a). Upon the completion of any improvement for which approved plans and specifications are required under this Amended Declaration, the owner shall give written notice of completion to the Committee.

(b). Within such reasonable time as the Committee may set in its rules, but not to exceed fifteen (15) days thereafter, the Committee or its duly authorized representative, may inspect such improvement. If the Committee finds that such work was not done in strict compliance with all approved plans and specifications, it shall notify the owner in writing of such noncompliance within five (5) days, specifying in reasonable detail the particulars of noncompliance, and shall require the owner to remedy the same.

(c). If upon the expiration of thirty (30) days from the date of such notification the owner shall have failed to remedy such noncompliance, the Committee shall notify the Board in writing of such failure. Upon ten (10) days written notice to the owner, the Board shall conduct a hearing at which it shall determine whether there is noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If the owner does not comply with the Board's ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance, and the owner shall reimburse

the Association upon demand for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the owner to the Association, the Board shall levy an assessment against such owner and improvement in question and the land upon which the same is situated for reimbursement, and the same shall constitute a lien upon such land and improvement and be enforced as in the Declaration provided.

(d). If for any reason after receipt of said written notice of completion from the owner, no inspection is made or any noncompliance is found within the period provided above in subparagraph (1)(b) of this Paragraph H the improvement shall be deemed to be in accordance with said approved plans and specifications.

(2). Work in Progress. The Committee may inspect all work in progress and give notice of noncompliance as provided above in subparagraph (1)(b) of this Paragraph. If the owner denies that such noncompliance exists, the procedure set out in subparagraph (1)(c) of this Paragraph shall be followed, except that no work shall be done, pending resolution of the dispute, which would hamper correction of the noncompliance if the Board shall ultimately find that noncompliance exists.

I. NONLIABILITY OF COMMITTEE MEMBERS. Neither the Committee, nor any member thereof, nor the Board nor any member thereof, shall be liable to the Association or to any lot owner or to any other person for any loss, damage, or injury arising out of their being in any way connected with the performance of the Committee's or the Board's respective duties under the Declaration or this Amended Declaration unless due to the willful misconduct or bad faith of the Committee or its member or the Board or its member, as the case may be.

J. VARIANCES. The Committee may grant variances from compliance with any of the architectural provisions of the Declaration or this Amended Declaration, including restrictions upon shape, placement of structures, set-backs, building envelopes, colors, materials, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations may, in its sole and absolute discretion, warrant; however, the Committee shall not have authority to grant variances with respect to height, size, or floor area of proposed improvements. Variances must be evidenced in writing and must be signed by at least a majority of all the members of the Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in the Declaration or this Amended Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance shall not operate to waive any of the terms and provisions of the Declaration or this Amended Declaration for any purpose except as to the particular property and in the particular instance covered by the variance.

K. LIMITED EXEMPTION OF DECLARANT. Notwithstanding anything contained in the Declaration or this Amended Declaration to the contrary, Declarant shall be permitted to erect sales and leasing offices and similar facilities and to post signs incidental to construction, sales and leasing on any lot in Kings Point Subdivision which it owns, and any such improvement or activities shall not be subject to the jurisdiction and control of the Architectural Committee.

II.

OBSTRUCTION OF VIEW. No fence, wall, hedge, or shrub which obstructs sight lines, shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street

property lines, and a line connecting them at points twenty-five (25) feet from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No trees or other vegetation shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No improvements on Tracts 1 through and including Tract 37 in Block 1 shall be erected where the roof or top line of the structure is higher than the horizontal plane located fifteen (15) feet above the highest point of the particular Lot's front building setback line. No improvements on Tracts 38 and 39 in Block 1 and on Tracts 1, 2, and 3 in Block 3 shall be erected where the roof or top line of the structure is higher than the horizontal plane located twelve (12) feet above the highest point of the particular Lot's front building setback line.

III.

TERMINATION OR AMENDMENT OF COVENANTS. These covenants and those of the Declaration are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date this Amended Declaration is recorded, unless changed in whole or in part in accordance with the other provisions hereof, after which time such covenants shall be automatically extended for successive periods of ten (10) years. These covenants and those of the Declaration may be modified, amended, terminated or extended with the written consent of the owners of seventy-five percent (75%) of the Lots within the Subdivision; provided, however, that so long as the Declarant owns at least five percent (5%) of the Lots within the Subdivision, no such amendment, modification, termination or extension shall be effective without the written approval of Declarant. No such modification, amendment, termination or extension shall be effective until a proper instrument in writing has been executed and acknowledged and filed for record in the real property records of Comal County, Texas.

IV.

The provisions of the Declaration and this Amended Declaration together shall constitute the covenants, conditions and restrictions with respect to the ownership, use and occupancy of KINGS POINT SUBDIVISION and the lots situated therein. To the extent that the provisions of this Amended declaration conflict with the provisions of the Declaration, the former shall control over the latter, and the Declaration, as hereby amended, is ratified and confirmed.

IN WITNESS WHEREOF, Declarant and the undersigned Owners have executed this Amended Declaration effective the 10th day of August, 1984. This Amended Declaration may be executed in one or more counterparts and each owner who has subscribed his or her name hereto hereby consents to the recordation of one Amended Declaration with separate signature pages.

KINGS POINT JOINT VENTURE

By: H. Dwain Brown
H. Dwain Brown, Project Manager

By: Bernard Lifshutz
Bernard Lifshutz, Managing
Venturer

The undersigned is the owner of the following tract(s) of land:

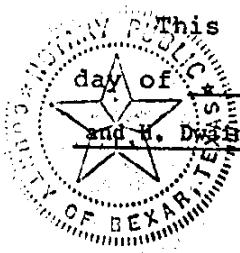
TRACT(S) 35, BLOCK I and II, UNIT I, KINGS POINT SUBDIVISION, a subdivision in Comal County, Texas, in accordance with a plat thereof recorded in Volume 6, page 86, Comal County, Texas Map and Plat Records;

and the foregoing amendment to the restrictions of KINGS POINT SUBDIVISION has been reviewed by the undersigned and is hereby approved, ratified and confirmed in all respects. The undersigned further consents to the attachment of this signature page to the Amended Declaration of Covenants, Conditions and Restrictions of Kings Point Subdivision to be recorded in the Official Real Property Records of Comal County, Texas.

DATED: July 12, 1985.

Bernard L. Lifshutz
H. Duane Brown

THE STATE OF TEXAS §
COUNTY OF BEXAR §

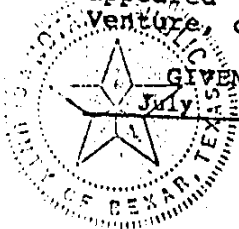


This instrument was acknowledged before me this 12th day of July, 1985, by the said Bernard L. Lifshutz and H. Duane Brown.

Lawrence B. Torres
Notary Public, State of Texas
Lawrence B. Torres
My commission expires: May 30, 1989.

THE STATE OF TEXAS §
COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on this day personally appeared H. DWAIN BROWN, Project Manager of Kings Point Joint Venture, on behalf of said Joint Venture.

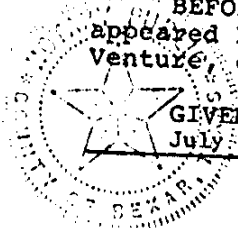


GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of July, 1985.

Lawrence B. Torres
Notary Public, State of Texas
Lawrence B. Torres
My commission expires: May 30, 1989.

THE STATE OF TEXAS §
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared BERNARD LIFSHUTZ, Managing Venturer of Kings Point Joint Venture, on behalf of said Joint Venture.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 12th day of July, 1985.

Lawrence B. Torres
Notary Public, State of Texas
Lawrence B. Torres
My commission expires: May 30, 1989.