



PAULA ADAMSON

TO

PUBLIC

AFFIDAVIT REGARDING AMENDMENTS TO RESTRICTIVE COVENANTS

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

BEFORE ME, the undersigned authority, on this day personally appeared PAULA ADAMSON, Affiant, known to me to be the person who subscribed her name below, who, after having first been duly sworn by me, on oath swears that the following statements are true:

That she is the Secretary of the Seven Falls Owners Association, and she knows of her own personal knowledge that the following amendments to the Dedication and Restrictions for Seven Falls Ranch dated September 22, 2000 and recorded in Volume 404, Pages 647 through 666, Real Property Records of Gillespie County, Texas, have been duly adopted in accordance with the provisions of Section 10 of said Dedication and Restrictions:

The amendments adopted are:

AMENDMENT NUMBER ONE:

Delete the following sentences from Section 8, Maintenance Fund, 1. Maintenance Fund Obligation/Lien:

“The Developer shall have, at its election, the right in common with the Homeowners Association to improve and maintain the Common Areas and to exercise the duties of the Board of Directors of the Association and to pay taxes on and insurance in connection with the Common Areas and the cost of repairs, replacements and additions thereto, and to pay the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Areas. In this regard, all assessments, both annual and special collected by the Homeowners Association (less such amounts required for the operation of the Homeowners Association) shall be forthwith paid by the Homeowners Association to Developer, to the extent that such assessments are required by Developer to improve and maintain the Common Areas as set forth in this paragraph and to carry out the duties of the Board of Directors of the Homeowners Association. In this regard, all assessments, both annual and special collected by the Homeowners Association (less such amounts required for the operation of the Homeowners Association) shall be forthwith paid by the Homeowners Association to Developer, to the extent that such assessment are required by Developer to improve and maintain the Common Areas as set forth in this paragraph and to carry out the duties of the Board of Directors of the Homeowners Association. The Homeowner Association shall rely upon a certificate executed and delivered by the Developer with respect to the amount

required by Developer to improve and maintain the Common Areas hereunder and to carry out the duties of the Board of Directors of the Homeowners Association.”

Add the following sentence to the Section 8, Maintenance Fund, 1. Maintenance Fund Obligation/Lien:

“The Homeowners Association has the right to improve and maintain the Common Areas to pay taxes on and insurance in connection with the Common Areas and the cost of repairs, replacements and additions thereto, and to pay the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of, the Common Areas.”

AMENDMENT NUMBER TWO:

Delete the following paragraph from Section 10, Duration and Amendment:

“Notwithstanding anything to the contrary herein, Developer shall have the right at any time at its sole discretion and without any joinder or consent of any party to amend this declaration for the purposes of correcting any error, ambiguity, or inconsistency appearing herein or for any reason whatsoever deemed necessary for the benefit of the overall development as the Developer in its sole discretion determine and such amendment shall be effective upon filing with the County Clerk of Gillespie County, Texas.”

END OF AMENDMENTS

Affiant further states:

That the Owners of 65% of the Tracts within the property covered by said Dedication and Restrictions have agreed in writing to such amendments; the owners, who were the record owners of legal title as shown by the Real Property Records of Gillespie County, Texas, ten business days prior to the first date such instrument was executed.

That the number of Tract Owners from whom consent is required for such amendments is 22 votes, and the number of Tract Owners consenting to the amendments are as follows: for Amendment Number One, 31 votes in favor, and for Amendment Number Two, 31 votes in favor.

The following Tract Owners have executed written consents:

<u>Lot #</u>	<u>Owner</u>
2	Merritt
3	Klein
4	Poirier
5	Akin
6	McAndrew

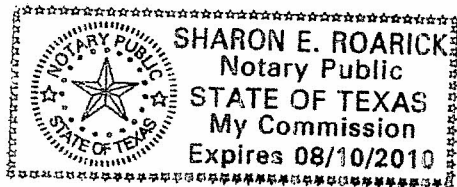
- 7 Espey
- 8 Liwski
- 9 Huffman
- 10 Sanders
- 13 Findlen
- 14 Adamson
- 15 Morris
- 17 McAllister
- 19 Miller
- 20 Mann
- 21 McHalek
- 22 Irwins
- 23 Wittenberg
- 24 Malcolm
- 25 Hopkinson
- 26 Stockton/Farias
- 27 Weberpal
- 28 Graham
- 29 Folz
- 30 Kagay, J.
- 31 Hatchette
- 32 Gray
- 33 Kagay, G.
- 34 Montadon
- 35 Frisina
- 38 Goldbecker

as a result of which the above amendments were duly adopted.

EXECUTED this 21 day of February 2007.

Paula Adamson
PAULA ADAMSON

SUBSCRIBED AND SWORN TO before me by the said PAULA ADAMSON, this 21 day of February 2007, to certify which witness my hand and seal of office.



Sharon E. Roarick
Notary Public in and for
The State of Texas

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County TEXAS

February 28, 2007 03:57:06 PM

FEE: \$23.00

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