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6/12/27

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FIRST AMENDMENT TO AMBERWOOD
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF HAYS §

This First Amendment to Amberwood Declaration of Covenants, Conditions and Restrictions (this "Amendment") is made to be effective the date set forth below by Lennar/Gehan Amberwood Developers, L.P., a Texas limited partnership ("Declarant").

RECITALS:

A. By Amberwood Declaration of Covenants, Conditions and Restrictions, recorded on November 7, 2002, under Document No. 02030647 in the Official Public Records of Hays County, Texas (the "Declaration"), Declarant imposed certain covenants, conditions and restrictions upon Amberwood Subdivision, a subdivision in Hays County, Texas. The legal description of the property subjected to the Declaration was inadvertently not included in the recording of the Declaration.

B. Section 7.2(a) of the Declaration provides that Declarant may amend the Declaration so long as Declarant holds at least one (1) Lot in the Subdivision.

C. Declarant holds at least one (1) Lot in the Association.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby confirms and agrees as follows:

1. The term "Property" as defined in the Declaration is hereby amended to be defined as Amberwood Subdivision, Phases One and Two, a subdivision located in Hays County, Texas, according to the maps or plats thereof recorded in Volume 10, Page 351 (as to Phase One) and Volume 10, Page 349 (as to Phase Two), both of the Plat Records, Hays County, Texas. Reference to Exhibit "A" in the Declaration is hereby deleted.
2. Section 1.1 is hereby amended so that the term "Additional Property" shall mean and refer to any property adjacent to the Property now or hereafter owned by the Declarant that the Declarant desires to annex into this Declaration. Reference to Exhibit "B" in the Declaration is hereby deleted.
3. Section 1.22 is hereby amended so that the term "Previous Restrictions" shall mean and refer to that certain Declaration of Restrictive Covenants, recorded in Volume 1924, Page 859, Official Public Records, Hays County, Texas.
4. Section 1.23 of the Declaration is hereby amended so that the term "Subdivision" shall mean and refer to Amberwood Subdivision, Phases One and Two, a subdivision located in Hays

County, Texas, according to the maps or plats thereof recorded in Volume 10, Page 351 (as to Phase One) and Volume 10, Page 349 (as to Phase Two), both of the Plat Records, Hays County, Texas, and all future phases of Amberwood Subdivision annexed into this Declaration.

5. The Declaration, as amended hereby, remains in full force and effect.
6. Gehan Homes, Ltd. and Lenmar Homes of Texas Land and Construction, Ltd., have previously purchased Lots in the Subdivision from the Declarant, and intend that their signatures below as Managers of Declarant also ratify this Amendment in their individual partnership capacities as owners of Lots in the Subdivision.

Executed by the Declarant on the date below, to be effective as of November 7, 2002.

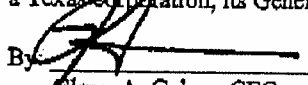
DECLARANT:

LENNAR/GEHAN AMBERWOOD DEVELOPERS, L.P.
a Texas limited partnership

By: **LENNAR/GEHAN AMBERWOOD DEVELOPERS I, LLC,**
a Texas limited liability company, its General Partner

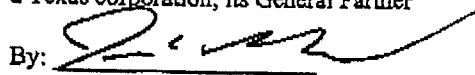
By: **GEHAN HOMES, LTD.**
a Texas limited partnership, Manager

By: **GEHAN HOMES I, INC.,**
a Texas corporation, its General Partner

By: 
Glenn A. Gehan, CEO
TIMOTHY E.

By: **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**
A Texas limited partnership, Manager

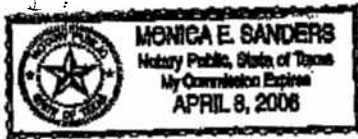
By: **LENNAR TEXAS HOLDING COMPANY, GP**
a Texas corporation, its General Partner

By: 
James M. Giddens, Vice President

Doc 03002511 Bk: DPR Vol 2146 Pg 474

THE STATE OF TEXAS §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 15th day of January, 2003, by ^{TIMOTHY} ~~Glenn~~ Gehan, CEO of Gehan Homes I, Inc., a Texas corporation, general partner of Gehan Homes, Ltd., a Texas limited partnership, Manager of Lennar/Gehan Amberwood Developers I, LLC, a Texas limited liability company, general partner of Lennar/Gehan Amberwood Developers, L.P., a Texas limited partnership, on behalf of said entities.

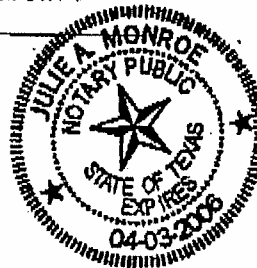


Monica E. Sanders
NOTARY PUBLIC, State of Texas
My commission expires: April 8, 2008

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27th day of December, 2002 by James M. Giddens, Vice President of Lennar Texas Holding Company, GP, a Texas corporation, general partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, Manager of Lennar/Gehan Amberwood Developers I, LLC, a Texas limited liability company, general partner of Lennar/Gehan Amberwood Developers, L.P., a Texas limited partnership, on behalf of said entities.

Julie Monroe
NOTARY PUBLIC, State of Texas
My commission expires: _____



AFTER RECORDING, RETURN TO:

RETURN TO:
NORTH AMERICAN TITLE
5608 PARKCREST, SUITE 180
AUSTIN, TEXAS 78731

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jan 27, 2003 at 8:156P
Document Numbers 83002511
Amount 13.00
Lee Carlisle
County Clerk
By
Lynn Curry, Deputy
Hays County

AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
ARMBRUST & BROWN, L.L.P.
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701



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03029915 DPR 2786 840

**FIRST AMENDMENT TO AMBERWOOD DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**
Hays County, Texas

Cross Reference to Amberwood Declaration of Covenants, Conditions and Restrictions, recorded under
Document No 02030647, Official Public Records of Hays County, Texas

AMENDMENT TO AMBERWOOD MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

This First Amendment to Amberwood Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made by LENNAR/GEHAN AMBERWOOD DEVELOPERS, L.P., a Texas limited partnership ("Declarant"), and is as follows

RECITALS:

A. Declarant previously executed and recorded that certain Amberwood Declaration of Covenants, Conditions and Restrictions, recorded as Document No 02030647, in the Official Public Records of Hays County, Texas (the "Declaration")

B Pursuant to Section 8.2 of the Declaration, the Declaration may be amended by Declarant acting alone so long as Declarant holds at least one Lot in the Community of Amberwood Homeowners Association, Inc., a Texas non-profit corporation (the "Association")

C. Declarant holds at least one Lot in the Association

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows

1. Amendment to Association Membership Provisions. Section 5.2 of the Declaration is hereby deleted in its entirety and the following is substituted in its place

5.2 Membership

(a) Any person or entity upon becoming an Owner shall automatically become a Member in the Association. Membership shall be appurtenant to and shall run with the property interest which qualifies the Owner thereof for membership, and membership may not be severed from, or in any way transferred, pledged, mortgaged, or alienated except together with the title to such property interest

action (b) Declarant, its successors and assigns, or the Board in the event that the rights of Declarant under this Declaration have terminated (a "Designating Party"), shall be entitled to designate a secondary category of Members (each, a "Secondary Member") by recording in the Official Public Records of Hays County, Texas a Notice of Designation of Secondary Membership executed and acknowledged by the Designating Party acting alone which sets forth each Owner designated as a Secondary Member. Secondary Members shall have all the rights and obligations set forth in this Declaration which are applicable to Members generally, provided, however, that the following additional provisions shall apply with respect to Secondary Members only, and not to Members generally

(1) the Designating Party may provide in the Notice of Designation of Secondary Membership that any Secondary Member is prohibited from the use and enjoyment of any or all of the community amenities (including, without limitation, a pool, exercise facility, or community center) within the Property (the "Prohibited Amenities"),

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(2) the Designating Party may provide in the Notice of Designation of Secondary Membership that any Secondary Member shall pay reduced annual and special Assessments, excluding from the annual and special Assessments owed by such Secondary Member the portion of such annual and special Assessments attributable to the maintenance and improvement of any Prohibited Amenities. The Designating Party's determination as to the portion of the annual and special Assessments attributable to the maintenance and improvement of any Prohibited Amenities shall be made by the Designating Party in its sole and absolute discretion, provided, however, that the minimum annual Assessment which shall be levied against any Secondary Member shall be ONE HUNDRED AND TWENTY DOLLARS (\$120 00) per year, and

(4) UPON TRANSFER OR RESALE OF ANY LOT OWNED BY A SECONDARY MEMBER TO AN ENTITY NOT AFFILIATED WITH THE SECONDARY MEMBER, THE OWNER OF SUCH LOT SHALL NO LONGER BE PROHIBITED FROM THE USE AND ENJOYMENT OF ANY PROHIBITED AMENITIES AND SHALL BE OBLIGATED TO PAY THE FULL AMOUNT OF ANY ANNUAL AND SPECIAL ASSESSMENTS WHICH SHALL BE LEVIED AGAINST SUCH OWNER'S LOT, WITHOUT ANY DISCOUNT ATTRIBUTABLE TO THE MAINTENANCE AND IMPROVEMENT OF ANY PROHIBITED AMENITIES WITH RESPECT TO THE PREVIOUS OWNER

2. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

Executed on this 13th day of June, 2005

[SIGNATURE PAGE FOLLOWS]

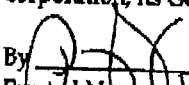
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LENNAR/GEHAN AMBERWOOD DEVELOPERS, L.P., a
Texas limited partnership

By LENNAR/GEHAN AMBERWOOD DEVELOPERS I,
LLC, a Texas limited liability company, its General
Partner

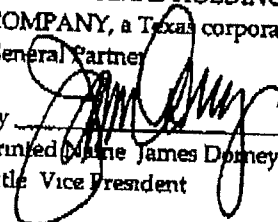
By GEHAN HOMES, LTD, a Texas limited
partnership, Manager

By GEHAN HOMES I, INC, a Texas
corporation, its General Partner

By 
Printed Name PAT MURPHY
Title Div. MGR

By LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD, a Texas limited
partnership, Manager


By LENNAR TEXAS HOLDING
COMPANY, a Texas corporation, its
General Partner

By 
Printed Name James Donney
Title Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was executed before me on this 13th day of June 2005 by
Pat Murphy, Division Manager of Gehan Homes I, Inc, a Texas corporation, General
Partner of Gehan Homes, Ltd, a Texas limited partnership, Manager of Lennar/Gehan Amberwood
Developers I, LLC, a Texas limited liability company, General Partner of Lennar/Gehan Amberwood
Developers, L.P., a Texas limited partnership, on behalf of said corporation, limited partnerships and
limited liability company




Notary Public, State of Texas

(seal)

11-GF# 30414 JJR
RETURN TO: HERITAGE TITLE
401 CONGRESS, SUITE 1500
AUSTIN, TEXAS 78701

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**SECOND AMENDMENT TO AMBERWOOD
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
 §
COUNTY OF HAYS §

This Second Amendment to Amberwood Declaration of Covenants, Conditions and Restrictions (this "Amendment") is made to be effective the date set forth below by Learnar/Gehan Amberwood Developers, L.P., a Texas limited partnership ("Declarant").

RECITALS:

- A. By Amberwood Declaration of Covenants, Conditions and Restrictions, recorded on November 7, 2002, in Volume 2098, Page 834 in the Official Public Records of Hays County, Texas (the "Declaration"), Declarant imposed certain covenants, conditions and restrictions upon Amberwood Subdivision, a subdivision in Hays County, Texas.
- B. By First Amendment to Amberwood Declaration of Covenants, Conditions and Restrictions, recorded in Volume 2146, Page 472, Official Public Records, Hays County, Texas, the Declaration was amended to reflect the final plat of the Subdivision, as that term is defined therein.
- C. Section 8.2(a) of the Declaration provides that Declarant may amend the Declaration so long as Declarant holds at least one (1) Lot in the Subdivision.
- D. Declarant holds at least one (1) Lot in the Association.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby confirms and agrees as follows:

- 1. Section 1.11 Common Areas. This Section is hereby deleted and the following substituted in its stead:

1.11 Common Areas. "Common Areas" shall mean (i) Lot 1, Block K, Amberwood Subdivision, Phase One, a subdivision located in Hays County, Texas, according to the map or plat thereof recorded in Volume 10, Page 351, Plat Records, Hays County, Texas, (ii) Lots in the Subdivision designated as such on the final plat of the Subdivision, (iii) any Lot which may be designated as such by Declarant in an amendment or amendments hereto, (iv) all joint use access easements and all public and private drainage easements

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shown on the recorded plats of the Subdivision, and (iv) the landscape easements located along North Amberwood and South Amberwood Streets.

2. Section 2.19(a) is hereby deleted and the following substituted in its stead:

(a) The Common Areas and Lot 8, Block "B", Amberwood, Phase One, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 10, Page 351 of the Plat Records of Hays County, Texas, (the "Water Tank Lot") shall be completely exempt from all of the restrictions set forth in this Article 2. In the event the Water Tank Lot ceases to be used for elevated water tank purposes or other purposes related to the provision of water utility service to the Subdivision for a period of at least one hundred eighty (180) consecutive days, this exemption for the Water Tank Lot shall automatically cease and the Water Tank Lot shall thereafter be subject to the provisions and restrictions of this Article 2.

3. The following is added to the last sentence of Section 6.1(a): "...or the Water Tank Lot, provided, however, that in the event the Water Tank Lot ceases to be used for elevated water tank purposes or other purposes related to the provision of water utility service to the Subdivision for a period of at least one hundred eighty (180) consecutive days, this exemption for the Water Tank Lot shall automatically cease and the Water Tank Lot shall thereafter be subject to assessment."

4. Section 5.4(j) is hereby added to the Declaration, and shall read as follows:

(j) To maintain all drainage easements, including mowing to a reasonable height, within the Property on an "as-needed" basis, or at such other time as the Board, in its sole discretion, may deem appropriate.

5. The Declaration, as amended hereby, remains in full force and effect.

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Executed by the Declarant this 14th day of July, 2004.

DECLARANT:

LENNAR/GEHAN AMBERWOOD DEVELOPERS, L.P.
a Texas limited partnership

By: **LENNAR/GEHAN AMBERWOOD DEVELOPERS GP, LC**
a Texas limited liability company, its General Partner

By: **GEHAN HOMES, LTD.**
a Texas limited partnership, Manager

By: **GEHAN HOMES I, INC.,**
a Texas corporation, its General Partner

By: William C. Backman
Name: William C. Backman
Title: Quality Division President

By: **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**
A Texas limited partnership, Manager

By: **LENNAR TEXAS HOLDING COMPANY, GP**
a Texas corporation, its General Partner

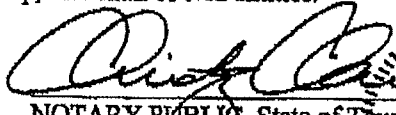
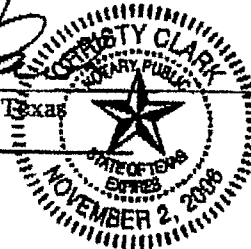
By: James M. Giddens
James M. Giddens, Vice President

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Filed for Record in:
Hays County
On: Jul 16, 2004 at 10:23A
Document Number: 04020431
Amount: 20.00
Receipt Number - 105304
By:
Patricia Luckey, Deputy
Lea Carlisle, County Clerk
Hays County

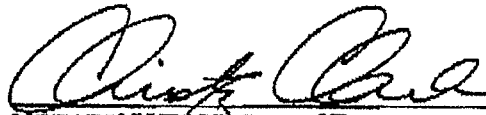
THE STATE OF TEXAS §
§
COUNTY OF Travis §

This instrument was acknowledged before me on the 14th day of July, 2004, by William S. Pectrus Austin Division of Gehan Homes I, Inc., a Texas corporation, general partner of Gehan Homes, Ltd., a Texas limited partnership, Manager of Lennar/Gehan Amberwood Developers GP, L.C, a Texas limited liability company, general partner of Lennar/Gehan Amberwood Developers, L.P., a Texas limited partnership, on behalf of said entities.


NOTARY PUBLIC, State of Texas
My commission expires: _____


THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 14th day of July, 2004, by James M. Giddens, Vice President of Lennar Texas Holding Company, GP, a Texas corporation, general partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, Manager of Lennar/Gehan Amberwood Developers GP, L.C, a Texas limited liability company, general partner of Lennar/Gehan Amberwood Developers, L.P., a Texas limited partnership, on behalf of said entities.


NOTARY PUBLIC, State of Texas
My commission expires: 11/2/06

AFTER RECORDING, RETURN TO:

THE BUFFINGTON LAW FIRM, P.C.
1710 WEST SIXTH STREET
AUSTIN, TEXAS 78703
ATTENTION: BLAKE BUFFINGTON





AFTER RECORDING RETURN TO:

ROBERT D. BURTON, ESQ.
ARMBRUST & BROWN, L.L.P.
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

**THIRD AMENDMENT TO AMBERWOOD DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**
Hays County, Texas

Cross Reference to Amberwood Declaration of Covenants, Conditions and Restrictions, recorded under Document No. 02030647, Official Public Records of Hays County, Texas, as amended.

**THIRD AMENDMENT TO AMBERWOOD MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Third Amendment to Amberwood Declaration of Covenants, Conditions and Restrictions (the "Amendment") is made by LENNAR/GEHAN AMBERWOOD DEVELOPERS, L.P., a Texas limited partnership ("Declarant"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Amberwood Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 02030647, in the Official Public Records of Hays County, Texas (the "Declaration").

B. Pursuant to Section 8.2 of the Declaration, the Declaration may be amended by Declarant acting alone so long as Declarant holds at least one Lot in the Community of Amberwood Homeowners Association, Inc., a Texas non-profit corporation (the "Association").

C. Declarant holds at least one Lot in the Association.

NOW THEREFORE, Declarant hereby amends and modifies the Declaration as follows:

1. Alteration or Removal of Improvements. Section 2.1(b) of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

(b) Except as otherwise provided pursuant to any design guidelines promulgated by the Architectural Committee (as the same may be amended from time to time), without the prior written approval of the Architectural Committee: (i) no Improvement may be constructed, altered or removed upon or for any of the Property without the prior written approval of the Architectural Committee and (ii) no Owner may take any action, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, including, without limitation, its color, or which involves the removal of any Improvement or the alteration of the landscaping on a Lot.

2. Rubbish and Debris. Section 2.7 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

Rubbish and Debris. No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Property or any portion thereof which is unsanitary, unsightly, offensive or detrimental to any other property or to its occupants. Refuse, garbage and trash shall be kept at all times in covered containers and all such containers shall at all times be kept within an enclosed structure or appropriately screened from view of all adjacent property and public and private rights-of-way; provided, however, garbage containers shall be permitted to be placed outside of enclosed structures and may be removed from screened areas a maximum of one (1) time each week for garbage collection.

3. Vehicles. Sections 2.11(a) and (b) of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

(a) No article deemed to be unsightly by the Architectural Committee will be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment must be kept at all times except when in actual use, in enclosed structures or screened from view and no repair or maintenance work may be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property must have sufficient garage space, as approved by the Architectural Committee, to house all vehicles to be kept on the Lot. Lot Owners may not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72) hours. Service areas, storage areas and compost piles must be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash must be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag will be permitted to remain visible on any Lot or to be parked on any roadway within the Property.

Parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages is prohibited; provided, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a residence.

(b) All garden maintenance equipment shall be kept at all times, except when in actual use, in an enclosed structure or screened from view of adjoining property and public and private rights-of-way. No recreational equipment, including but not limited to swing sets, playscapes, skate boards, bicycles, skate board or bicycle ramps or badminton nets, shall be permitted in the front yard of any residence on the Property. Gardens shall be permitted for household use only and shall not be permitted in the front yards of residences. No repair or maintenance work shall be done on any garden maintenance equipment or on any vehicle (other than minor emergency repairs) except in an enclosed garage or other structure. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household materials shall be appropriately screened from view and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials or scrap or refuse of trash shall be kept, stored or allowed to accumulate on any portion of the Property except within an enclosed structure or appropriately screened from view. Notwithstanding the foregoing, Permanent and portable basketball goals are permitted between the street right-of-way and the front of the residence on a Lot provided the basketball goal is located a minimum of twenty feet (20') from the street curb. The basketball goal backboard must be perpendicular to the street and parallel to the driveway and, if a permanent goal, mounted on a black metal pole permanently installed in the ground. Portable basketball goals shall not be placed, at any time, on any street or right of way located within the community. Basketball goals must be properly maintained and painted, with the net in

good repair. The basketball goal backboard, net and post must be maintained in excellent condition at all times. Roof mounted basketball goals are not permitted.

4. **Animals.** Section 2.12 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

2.12 **Animals.** No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on the Property. No Owner may keep on such Owner's Lot more than four (4) cats and dogs, in the aggregate. No animal may be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration on the Property, and no kennels or breeding operation will be allowed. No animal may be allowed to run at large, and all animals must be kept within enclosed areas which must be clean, sanitary, and reasonably free of refuse, insects, and waste at all times. Such enclosed area must be constructed in accordance with plans approved by the Architectural Committee, must be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and must be screened so as not to be visible from any other portion of the Property.

5. **Exterior Lighting.** Section 2.16 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

2.16 **Exterior Lighting.** All exterior lighting on any Improvement must be approved by the Architectural Committee; provided, however, (i) exterior lighting which is in strict compliance with design guidelines promulgated by the Architectural Committee (as the same may be amended from time to time) may be installed without the prior approval by the Architectural Committee; and (ii) Christmas and other holiday lights shall be permitted without prior approval during the month of December each year, but must be removed by January 15 of the next year. No lighting shall be permitted that constitutes a nuisance or hazard to any Owner or occupant of any Lot. The Board or the Architectural Committee, in the exercise of their sole and absolute discretion, shall determine whether the provisions of this Article 2.16 have been satisfied.

6. **Architectural Committee's Failure to Act.** Section 4.4(b)(iv) of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

(iv) Any failure of the Architectural Committee to act upon either (1) any Plans and Specifications submitted to it as provided herein or (2) a request for a variance will not be deemed a consent to such Plans and Specifications or variance, and the Architectural Committee's written approval of all Plans and Specifications submitted to it and requests for variances will be expressly required.

7. **Rights of Declarant.** Clause (b) of the first sentence of Section 8.6 of the Declaration is hereby deleted in its entirety and the following is substituted in its place:

(b) the date on which at least ninety percent (90%) of the Lots (including any Additional Property annexed into this Declaration) have been deeded from a homebuilder to an individual homeowner (such earlier date, the "Declarant Termination Date").

8. Miscellaneous. Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

Executed on this 27th day of January 2006.

[SIGNATURE PAGE FOLLOWS]

LENNAR/GEHAN AMBERWOOD DEVELOPERS, L.P., a
Texas limited partnership

By: LENNAR/GEHAN AMBERWOOD DEVELOPERS I,
LLC, a Texas limited liability company, its General
Partner

By: GEHAN HOMES, LTD., a Texas limited
partnership, Manager

By: GEHAN HOMES I, INC., a Texas
corporation, its General Partner

By: *John Moline*
Printed Name: JOHN MOLINE
Title: CONTROLLER

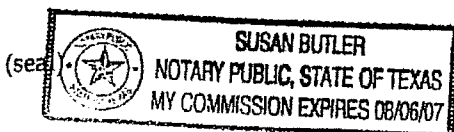
By: LENNAR HOMES OF TEXAS LAND AND
CONSTRUCTION, LTD., a Texas limited
partnership, Manager

By: LENNAR TEXAS HOLDING
COMPANY, a Texas corporation, its
General Partner

By: *James Dorney*
Printed Name: James Dorney
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Travis §

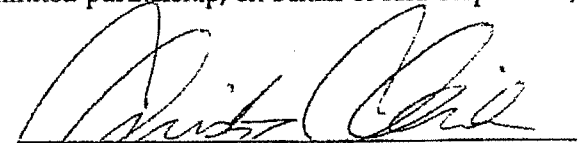
This instrument was executed before me on this 25th day of January 25, 2006 by John Moline Controller of Gehan Homes I, Inc., a Texas corporation, General Partner of Gehan Homes, Ltd., a Texas limited partnership, Manager of Lennar/Gehan Amberwood Developers I, LLC, a Texas limited liability company, General Partner of Lennar/Gehan Amberwood Developers, L.P., a Texas limited partnership, on behalf of said corporation, limited partnerships and limited liability company.



Susan Butler
Notary Public, State of Texas

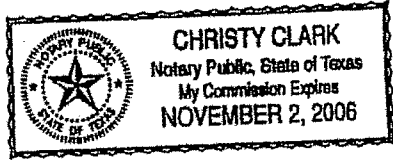
THE STATE OF TEXAS §
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COUNTY OF TRAVIS §

This instrument was executed before me on this 24th day of January, 2006 by James Dorney, Vice President of Lennar Texas Holding Company, a Texas corporation, General Partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, Manager of Lennar/Gehan Amberwood Developers I, LLC, a Texas limited liability company, General Partner of Lennar/Gehan Amberwood Developers, L.P., a Texas limited partnership, on behalf of said corporation, limited partnerships and limited liability company.



Notary Public, State of Texas

(seal)



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Hays County
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By:
Rose Robinson, Deputy
Lea Carlisle, County Clerk
Hays County