the votes in the Association are allocated, but no amendment shall affect the rights given to the Declarant, herein, without the consent of the Declarant.

8.2 CORRECTION OF ERROR. Declarant reserves, and shall have the continuing right, until the end of the Construction Period, without the consent of the other Owners or any Mortgagee to amend this Declaration or the By-Laws for the purpose of resolving or clarifying any ambiguities or conflicts herein, or correcting any inadvertent misstatements, errors or omissions herein, or to comply with the requirements of Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Veterans Administration or Federal Housing Administration, provided that no such amendment shall change the stated number of Units or proportionate ownership interest in the Common Elements attributable thereto.

8.3 OWNERSHIP OF COMMON PERSONAL PROPERTY. Upon termination of the Construction Period, as defined herein, Declarant shall execute and deliver a bill of sale to the Association transferring all items of personal property located on the Premises, furnished by Declarant, and intended for the common use and enjoyment of the Condominium Unit Owners and occupants. No Owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the Owner's termination of possession of his Condominium Unit.

8.4 CHANGE IN DOCUMENTS. Upon written request, the holder of any mortgage covering any of the Condominium Units shall be entitled to written notification from the Association thirty (30) days prior to the effective date of any change in the Condominium documents.

8.5 NOTICE. All notices, demands or other notices intended to be served upon an Owner shall be sent by ordinary or certified mail, postage prepaid, addressed in the name of such Owner in care of the Unit number and Building address of such Owner.

in any circumstance be invalidated, such invalidity shall not affect the validity of the remainder of this Declaration and the application of any provisions, paragraph, sentence, clause, phrase or word in any other circumstance shall not be affected thereby.

8.8 OMISSIONS. In the event of the omission from this Declaration of any word, sentence, clause, provision or stipulation which shall be necessary for the accomplishment of the intent and purposes hereof, or any part hereof, then such omitted matter shall be supplied by inference and/or by reference to the Act.

8.9 TEXAS CONDOMINIUM ACT. The Provisions of this Declaration shall be in addition and supplemental to the Condominium Ownership Act of the State of Texas and to all other provisions of law.

8.10 GENDER. That whenever used herein, unless the context shall otherwise provide, the signular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed, sealed and delivered by GENEVA A. MEIS, JIM LEE, GARY UNRUH and VINSON WOOD, this 21st day of January, 1985.

Geneva A. Meis
Geneva A. Meis

THE STATE OF TEXAS §
THE COUNTY OF HAYS §

This instrument was acknowledged before me this 21st day of January 1985 by GENEVA A. MEIS.

NOTARY STATE OF TEXAS

LUCILE OWENS
NOTARY PUBLIC, State of Texas
My Commission Expires 1/31/87

Lucile Owens
Notary Public, State of Texas

Jim Lee
Jim Lee

Gary Unruh

THE STATE OF TEXAS §

THE COUNTY OF HAYS §

This instrument was acknowledged before me this 25th day of January 1985 by GARY UNRUH.

NOTARY PUBLIC STATE OF TEXAS

LUCILE OWENS
NOTARY PUBLIC, State of Texas
My Commission Expires 1/31/89

Lucile Owens
Notary Public, State of Texas

Vinson Wood

THE STATE OF TEXAS §

THE COUNTY OF HAYS §

This instrument was acknowledged before me this 25th day of January 1985 by VINSON WOOD.

NOTARY PUBLIC STATE OF TEXAS

Lucile Owens
Notary Public, State of Texas

LUCILE OWENS
NOTARY PUBLIC, State of Texas
My Commission Expires 1/31/89

EXHIBIT "A"

All of Lot No. Eighty-Nine (89) and part of Lot No. Ninety (90) of PARK ADDITION, THIRD DIVISION, a subdivision of Hays County, Texas, according to the map or plat thereof recorded in Volume 56, page 46, of the Deed Records of Hays County, Texas, and the portion of Lot No. Ninety (90) hereby conveyed is more particularly described by metes and bounds as follows:

Being a tract of land out of the West part of Lot No. 90 in what is known and designated as the Third Division of the Park Addition to the City of San Marcos, Hays County, Texas, according to the plat of said subdivision recorded in Volume 56, page 46, of the Hays County Deed Records, and;

BEGINNING at a stake set for the Southwest corner of Lot No. 90;

THENCE N. 92.5 feet to a stake, which is the Northwest corner of said Lot No. 90;

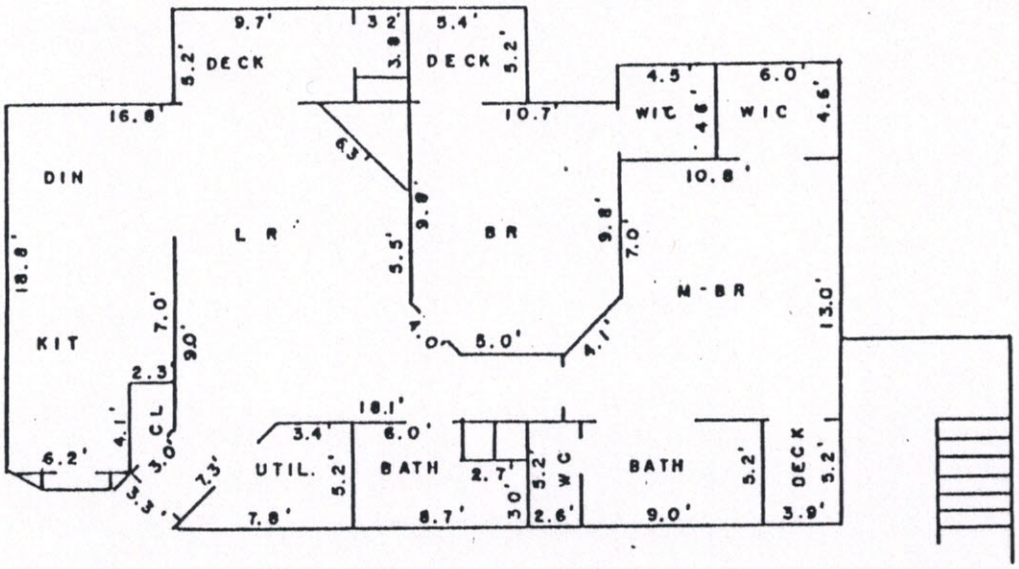
THENCE E. 55 feet to a stake in the North line of said Lot No. 90, which is the Northeast corner of this tract of land;

THENCE S. 92.5 feet to a stake in the South line of said Lot No. 90, which is the Southeast corner of this tract;

THENCE W. 55 feet to the PLACE OF BEGINNING.

TYPICAL

BUILDING A UNIT 1



First Floor

Living area:	960.0 square feet
Deck area:	96.7 square feet
Storage area:	8.0 square feet
	1064.7 square feet

Correct: 1/4/85

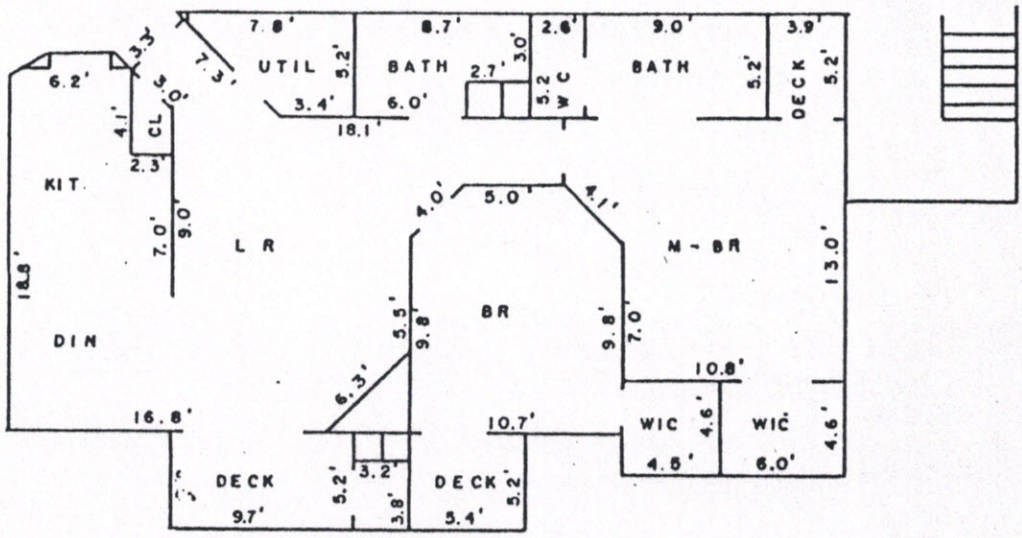
Raymond Dietert

Raymond Dietert, R.P.S. 1868

1 842

TYPICAL

BUILDING A UNIT 2



First Floor

Living area:	960.0 square feet
Deck area:	96.7 square feet
Storage area:	8.0 square feet
	1064.7 square feet

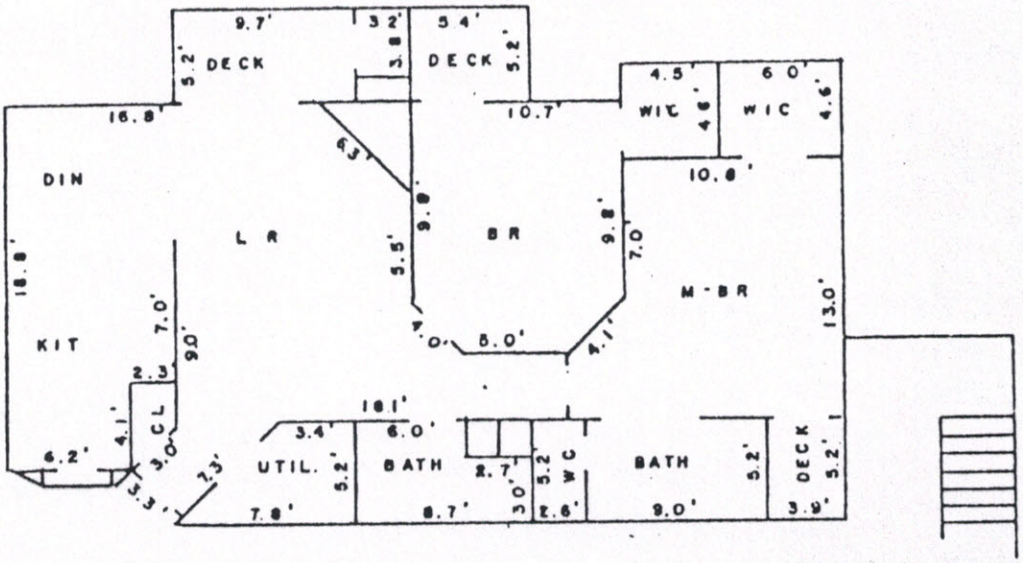
Correct: 1/4/85

Raymond Dietert

Raymond Dietert, R.P.S. 1868

TYPICAL

BUILDING A UNIT 3



Second Floor

Living area:	960.0 square feet
Deck area:	96.7 square feet
Storage area:	8.0 square feet
	1064.7 square feet

Correct: 1/4/85

Raymond Dietert

Raymond Dietert, R.P.S. 1868

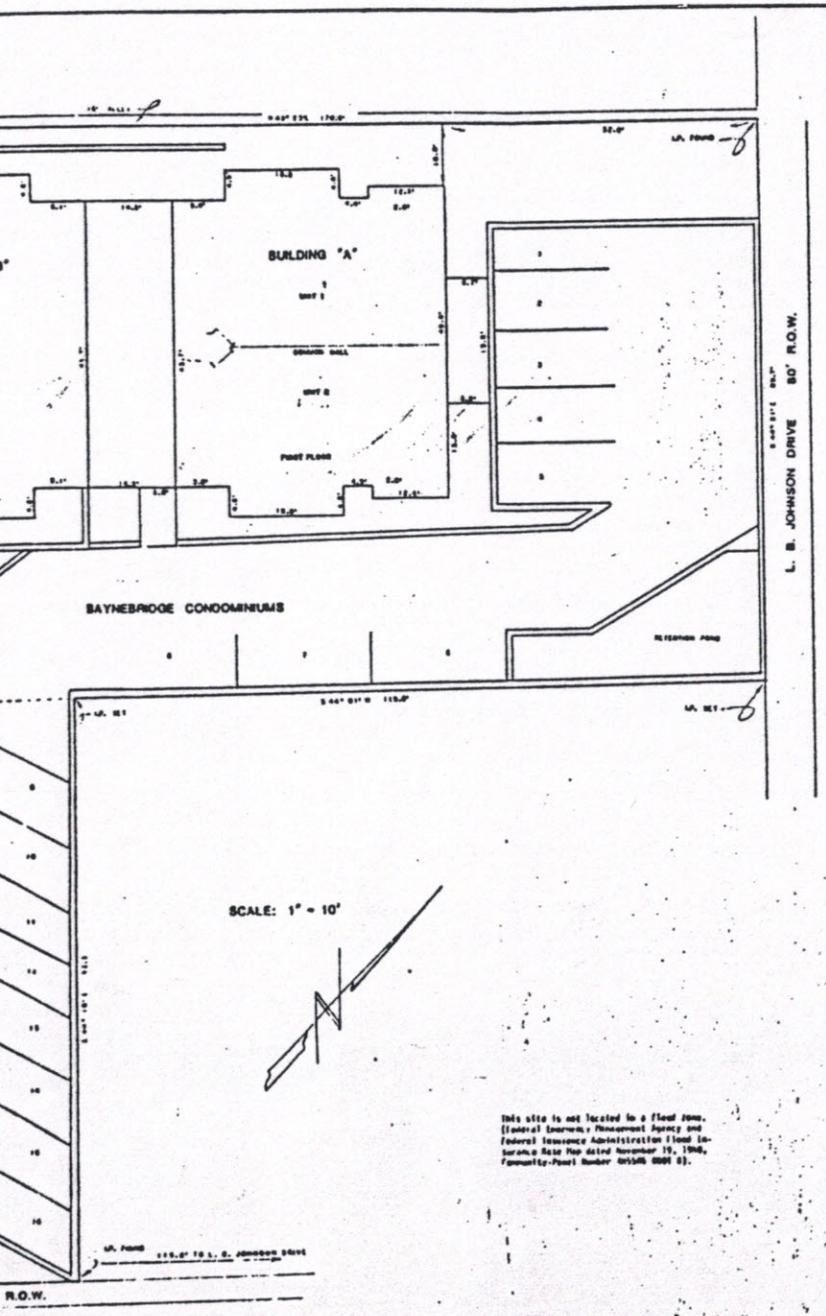
EXHIBIT "C"

TO THE

CONDOMINIUM DECLARATION
FOR

BAYNEBRIDGE CONDOMINIUMS

CONDOMINIUM UNIT	BUILDING	UNDIVIDED PERCENTAGE
A 1	A	8.33%
A 2	A	8.33%
A 3	A	8.33%
A 4	A	8.33%
A 5	A	8.33%
A 6	A	8.33%
B 1	B	8.33%
B 2	B	8.33%
B 3	B	8.34%
B 4	B	8.34%
B 5	B	8.34%
B 6	B	8.34%
		100.00%



Building 'A', Unit 1	0.[illegible]
Building 'A', Unit 2	0.[illegible]
Building 'A', Unit 3	0.22[illegible]
Building 'A', Unit 4	0.22[illegible]
Building 'A', Unit 5	0.3[illegible]
Building 'A', Unit 6	0.2[illegible]
Building 'B', Unit 1	0.22[illegible]
Building 'B', Unit 2	0.1[illegible]
Building 'B', Unit 3	0.14
Building 'B', Unit 4	0.14
Building 'B', Unit 5	0.[illegible]
Building 'B', Unit 6	0.14
	100.00

A 4.73 ac. or more or less of land being all of Lot 49 and part of Lot 48, Park Addition, Third Division, volume 56, page 18, deed records, and being the same land described in a conveyance from Frances B. Mays and its son to Lady Thelma and Edwin Bond, volume 609, page 2.3, deed records, City of San Marcos, Hays County, Texas.

This site is not located in a flood zone. (General Insurance Management Agency and Federal Insurance Administration Flood Insurance Rate Map dated November 19, 1980, Community-Panel Number 485458 0001 B).

January 6, 1987
San Marcos, Texas

I hereby certify that the plat shown hereon accurately represents the results of an on the ground survey made under my direction and supervision in December, 1986, and all corners are as shown hereon. There are no encroachments, conflicts or protrusions apparent on the ground except as shown.

Raymond Stickland
Raymond Stickland, R.P.S. 1000

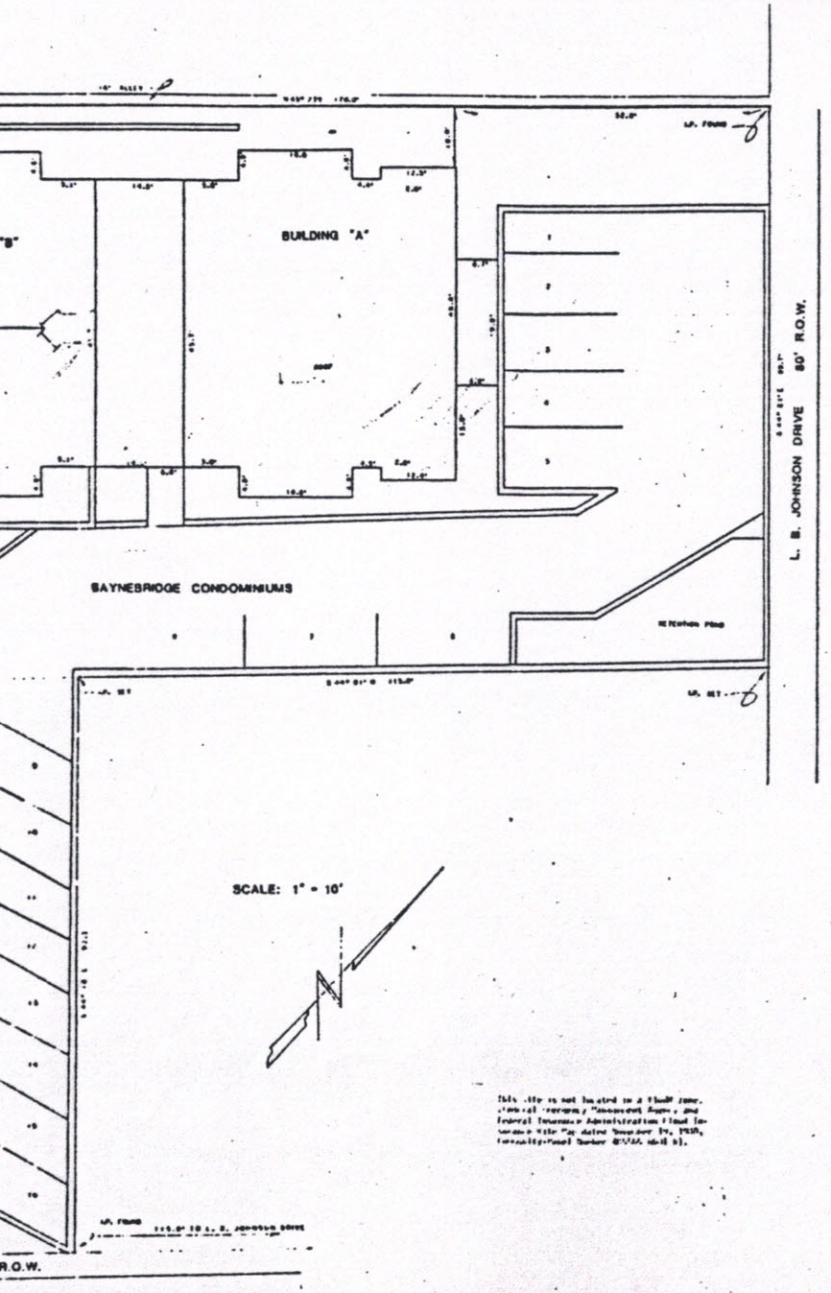
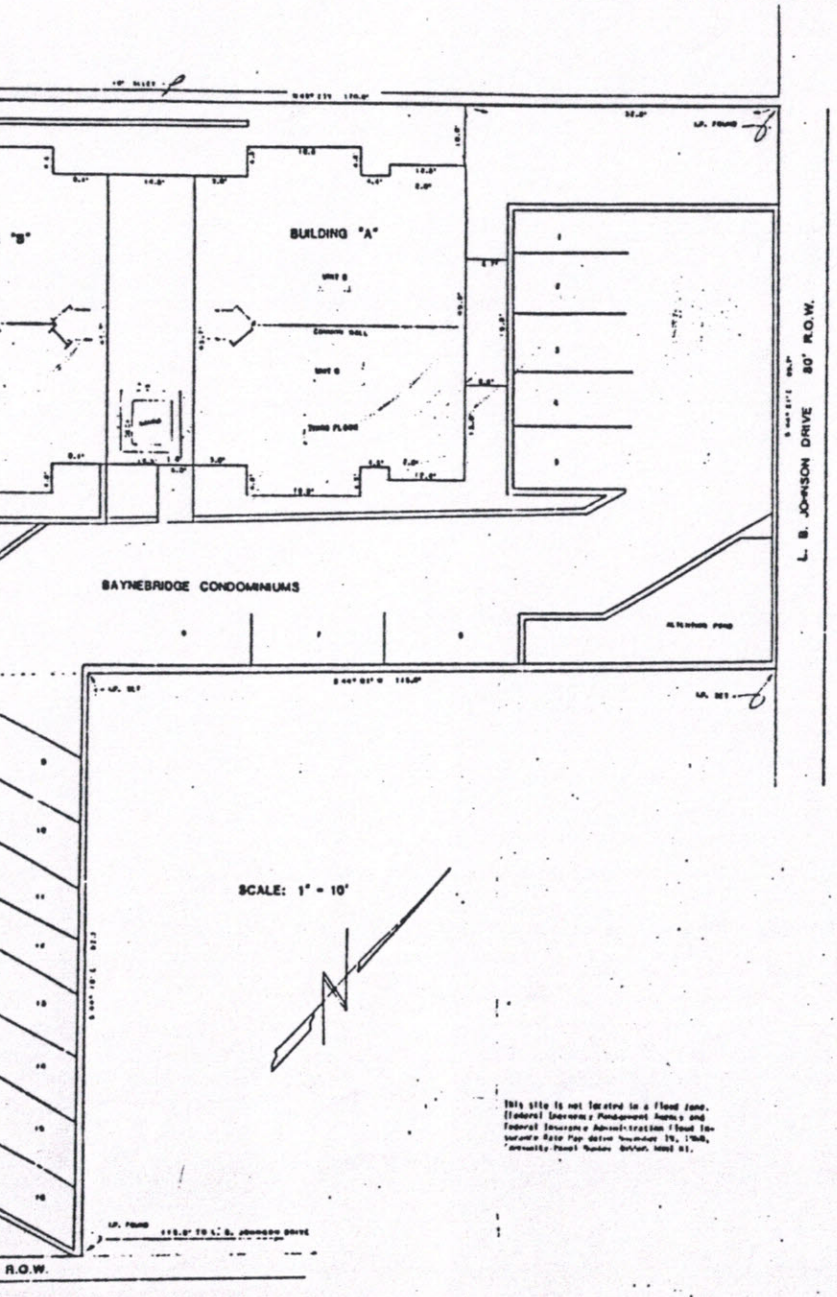
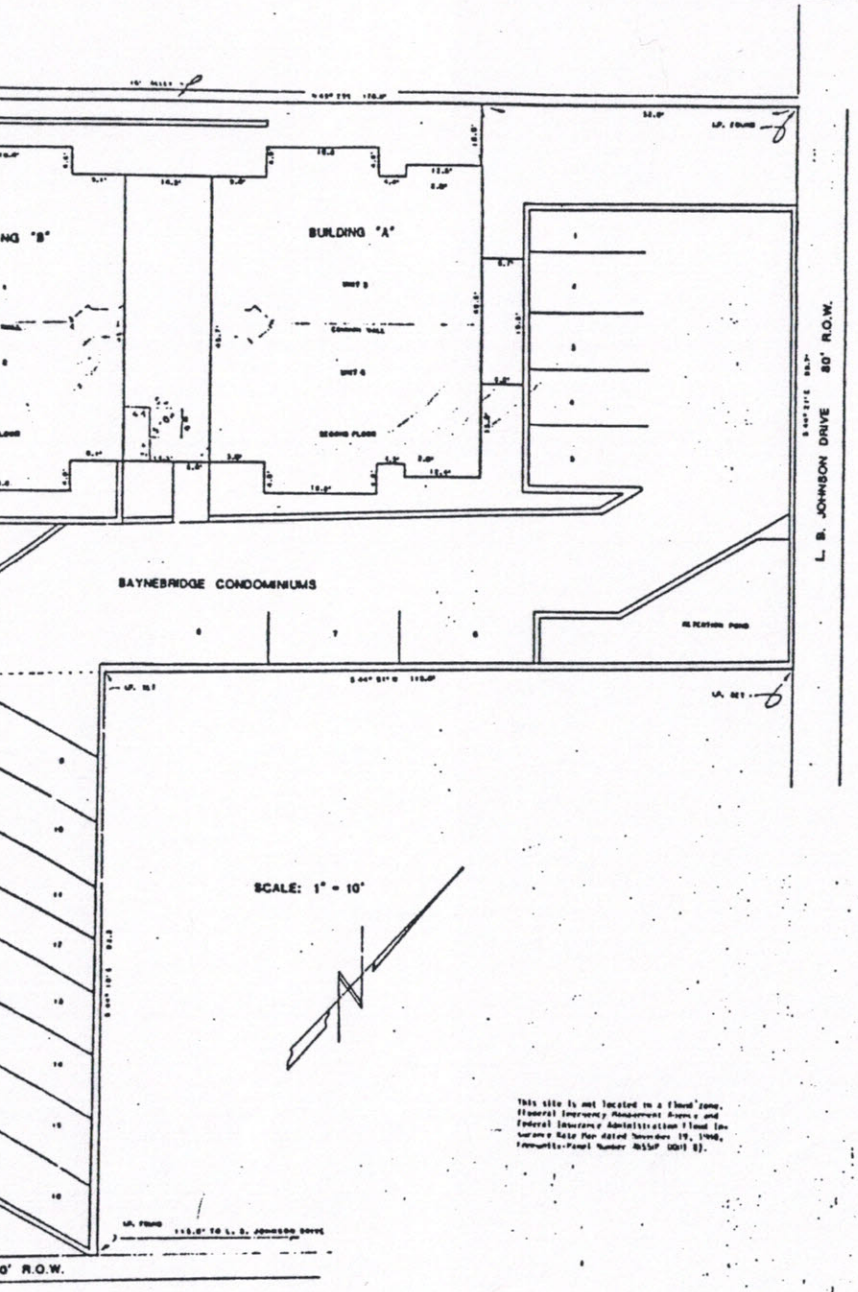

BUILDING "A"
BAYNEBRIDGE CONDOMINIUMS
L. B. JOHNSON DRIVE 80' R.O.W.
SCALE: 1" = 10'
R.O.W.

EXHIBIT "B"



This site is not located in a flood zone. Federal Insurance Management Agency and Federal Insurance Administration Flood Insurance Rate Map dated November 19, 1980, Community Panel Number 480240 0002 01.

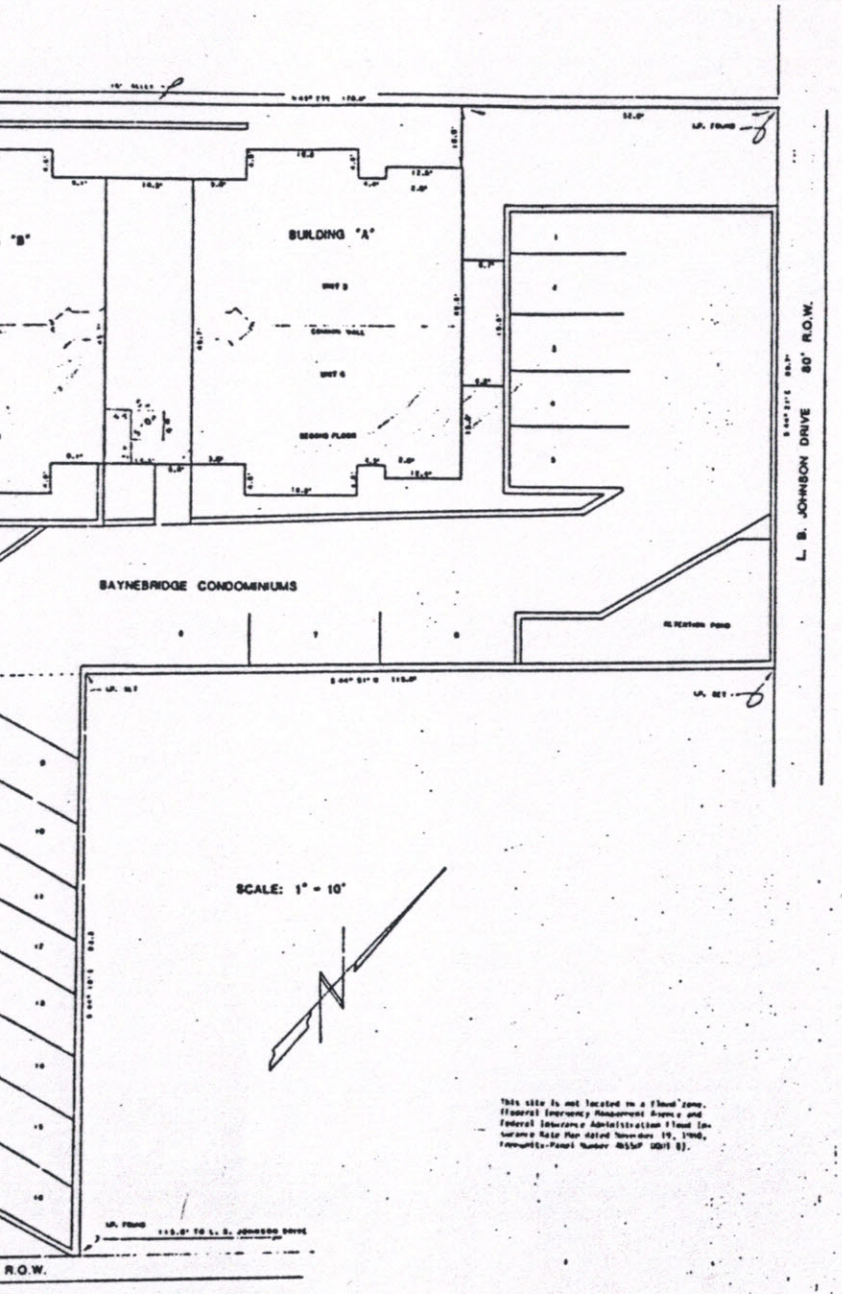
EXHIBIT



This site is not located in a flood zone, Federal Emergency Management Agency and Federal Insurance Administration Flood Insurance Rate Map dated November 19, 1980, Community-Panel Number 485549 0001 B).

1 857

EXHIBIT



This site is not located in a flood zone, Federal Insurance Management Agency and Federal Insurance Administration Flood Insurance Rate Map dated November 19, 1980, Community-Panel Number 485507 0001 B).

1 857

EXHIBIT

CONSENT OF MORTGAGEE

The undersigned, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEW BRAUNFELS being the owner and holder of an existing mortgage lien upon and against the land and property described as the Property in the foregoing Declaration, as such mortgagee and lienholder does hereby consent to said Declaration and the Exhibits attached hereto, and to the recording of same for submission of said Property to the provisions and condominium regime of Article 1301a of the Texas Revised Civil Statutes.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned, or any part thereof, or impose any obligation or liability upon the undersigned to perform or discharge any covemants or obligations imposed upon the Declarant under said Declaration.

Signed and attested by the undersigned officers of said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEW BRAUNFELS, hereunto authorized, this the 28th. day of January, 1985.

ATTEST:

Carolyn Abel
Assistant Secretary

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEW BRAUNFELS

BY: Vincent F. John
Vincent F. John, Exec. Vice President

THE STATE OF TEXAS §
THE COUNTY OF COMAL §

BEFORE ME, the undersigned authority, on this day personally appeared Vincent F. John, as Exec. Vice President of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEW BRAUNFELS, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEW BRAUNFELS and that he executed the same as the act of said corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th. day of January, 1985.

NOTARY PUBLIC STATE OF TEXAS

Karin J. Barton
Notary Public - State of Texas

15.00

865 · 16

FIRST AMENDMENT TO THE

CONDOMINIUM DECLARATION

FOR 304196

BAYNEBRIDGE CONDOMINIUMS

THE STATE OF TEXAS §

THE COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, GENEVA A. MEIS, JIM LEE, GARY UNRUH and VINSON WOOD, whose address is 1500 Jamie Lane, San Marcos, Texas 78666, did execute a Condominium Declaration recorded in Volume 1, Page 795 of the Condominium Records of Hays County, Texas, thereby establishing a Condominium regime with respect to certain real property situated in the County of Hays, State of Texas, being more described more fully on Exhibit "A" incorporated herein;

WHEREAS, First Federal Savings, F.S.A. foreclosed upon and is now the owner of nine (9) of the twelve (12) units in the Baynebridge Condominiums; and

WHEREAS, First Federal Savings, F.S.A. has determined to amend the Condominium Declaration as permitted by Article 8 thereof.

NOW, THEREFORE, First Federal Savings, F.S.A., as the owner of 75% of the ownership interest of the condominiums, hereby makes the following amendments to said Condominium Declaration:

ARTICLE I

DEFINITIONS AND TERMS

1.1 DEFINITIONS OF TERMS.

a. "Board" or "Board of Directors" is hereby deleted and the following amendment substituted therefor:

a. "Board" or "Board of Directors" shall refer to the Board of Directors of BAYNEBRIDGE CONDOMINIUM HOMEOWNER'S ASSOCIATION, INC.

f. "Condominium Owners Association" or "Association" is hereby

deleted and the following amendment substituted therefor:

f. "Condominium Owners Association" or "Association" means BAYNEBRIDGE CONDOMINIUM HOMEOWNER'S ASSOCIATION, INC., a Texas non-profit corporation, the By-Laws of which shall govern the administration of this Condominium Property and the membership of which shall be composed of all the Owners of the Condominium Units according to such By-Laws.

ARTICLE II

CONDOMINIUM UNIT DESIGNATIONS AND DESCRIPTIONS

2.4 REGULATION OF COMMON AREAS. Regulation of Common Areas is hereby deleted and the following amendment substituted therefor:

2.4 REGULATION OF COMMON AREAS. Portions of the Common Areas are intended as recreation areas, and are improved with green areas, hot tub, storage space, and other facilities. Reasonable regulations governing the use of such facilities by Owners and by their guests and invitees shall be promulgated by the Board of Directors of the Association. Such regulations shall be permanently posted at the office and/or elsewhere in said recreational areas, and all Owners shall be furnished with a copy thereof. Each Owner shall be responsible to the Association for the compliance therewith by the members of their respective families, relatives, guests or invitees, both minor and adult.

2.9 USE AND OCCUPANCY RESTRICTIONS.

e. (4) is hereby deleted and the following amendment substituted therefor:

e.

(4) No sign of any kind shall be displayed to the public view on or from any Unit or Common Elements without the prior written consent of the Board of Directors.

2.10 RESERVATION OF VARIANCE. Reservation of Variance is hereby

deleted and the following amendment substituted therefor:

2.10 RESERVATION OF VARIANCE. Notwithstanding any provision of this Declaration to the contrary, the Board of Directors reserves unto itself the exclusive right to amend the Condominium Plat and to vary the size, shape, physical layout or location of the unsold Units and to correspondingly adjust the sales price and the percentage or fraction of ownership of the common Elements or the respective Units remaining unsold. Such adjustment in the percentage or fraction of ownership of the Common Elements will only affect those Units owned by First Federal Savings, F.S.A., and will not change or affect the percentage or fraction of ownership of any other Unit. This reservation shall not work to readjust or reallocate any vested interests in the Common Elements appurtenant to any sold Units.

ARTICLE IV

MANAGEMENT AND ADMINISTRATION

4.1 BY-LAWS. By-Laws is hereby deleted and the following amendment substituted therefor:

4.1 BY-LAWS. The administration of this Condominium Property shall be governed by the By-Laws of BAYNEBRIDGE CONDOMINIUM HOMEOWNER'S ASSOCIATION, INC., a non-profit corporation, referred to herein as the "Association". An Owner of a Condominium Unit, upon becoming an Owner, shall be a Member of the Association and shall remain a Member for the period of his ownership. The Association shall be managed by a Board of Directors, duly appointed or elected, pursuant to the terms and conditions of the By-Laws. In addition, the Association shall enter into a management agreement upon the terms and conditions established in the By-Laws, and said management agreement shall be consistent with this Declaration.

4.2 DECLARANT CONTROL. This paragraph is deleted in its entirety.

4.3 TEMPORARY MANAGING AGENT. This paragraph is deleted in its

entirety.

4.4 SPECIFIC POWER TO RESTRICT USE AND ENJOYMENT.

e. This paragraph is hereby deleted and the following amendment substituted therefor:

e. The right of the Association to dedicate or transfer all or any part of the Common Area for utility easements to any public agency, authority or utility for the purposes, and subject to the conditions, or such agency, authority or utility. No such dedication or transfer shall be effective unless approved by all First Mortgages and sixty-seven percent (67%) vote of the quorum of Owners present at a meeting of the Association specifically called for the purpose of approving any such dedication or transfer, and unless an instrument signed by the Board of Directors reflecting such vote of the Owners agreeing to such dedication or transfer and First Mortgage approval has been duly recorded in the Condominium Records of Hays County, Texas;

ARTICLE V

MAINTENANCE ASSESSMENTS

5.11 OBLIGATION OF DECLARANT FOR ASSESSMENTS AND MAINTENANCE. This paragraph is deleted in its entirety.

ARTICLE VI

DESTRUCTION OR OBSOLESCENCE OF IMPROVEMENTS

6.1 DESTRUCTION OR OBSOLESCENCE.

a. This paragraph is hereby deleted and the following amendment substituted therefor:

a. This Declaration hereby makes mandatory the irrevocable appointment of an Attorney in Fact to deal with the Property upon its destruction, obsolescence or condemnation. Title to any Condominium Unit is declared and expressly made subject to the terms and conditions hereof,

and acceptance by any Grantee of a deed from the Association or from any Owner shall constitute appointment of the Attorney in Fact herein provided. All of the Owners irrevocably constitute and appoint BAYNEBRIDGE CONDOMINIUM HOMEOWNER'S ASSOCIATION, INC., or its successor non-profit corporation, if same be hereafter organized, their true and lawful Attorney in their name, place and stead, for the purpose of dealing with the Property upon its destruction, obsolescence or condemnation, as hereinafter provided. As Attorney in Fact, the Association, by its authorized officers shall have full and complete authorization, right and power to make, execute and deliver any contract, deed or any other instrument with respect to the interest of a Condominium Unit Owner which is necessary and appropriate to exercise the powers herein granted.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.2 CORRECTION OF ERROR. This paragraph is deleted in its entirety.

8.3 OWNERSHIP OF COMMON PERSONAL PROPERTY. Ownership of Common Personal Property is hereby deleted and the following amendment substituted therefor:

8.3 OWNERSHIP OF COMMON PERSONAL PROPERTY. All items of personal property located on the Premises furnished by Declarant and intended for the common use and enjoyment of the Condominium Unit Owners and occupants is owned by the Association. No Owner shall have any other interest and right thereto, and all such right and interest shall absolutely terminate upon the Owner's termination of possession of his Condominium Unit.

Except as hereinabove amended, said Condominium Declaration dated January 21, 1985 and recorded in Volume 1, Page 795, continues in full force and effect.

IN WITNESS WHEREOF, First Federal Savings, F.S.A., as the owner of 75%

of the Condominium Units of BAYNEBRIDGE CONDOMINIUMS, has caused this instrument to be signed, sealed and delivered by its duly authorized representatives and the President of BAYNEBRIDGE CONDOMINIUM HOMEOWNER'S ASSOCIATION, INC. has likewise executed this instrument to indicate the assent of the Homeowner's Association to the foregoing amendments.

FIRST FEDERAL SAVINGS, F.S.A. - IN CONSERVATORSHIP

By: _____
LEWIS A. BROWN
Managing Agent and Attorney-in-Fact for the
Federal Deposit Insurance Corporation as
Manager for the Resolution Trust Corporation
as Conservator of First Federal Savings, F.S.A.

BAYNEBRIDGE CONDOMINIUM HOMEOWNER'S
ASSOCIATION, INC.

By: Tom Guilford
TOM GUILFORD, President

(Acknowledgment)

THE STATE OF TEXAS §
§
THE COUNTY OF COMAL §

This instrument was acknowledged before me on the 6th day of March, 1991, by LEWIS A. BROWN, Managing Agent and Attorney-in-Fact for the Federal Deposit Insurance Corporation not in its corporate capacity, but as Manager for the Resolution Trust Corporation as Conservator of First Federal Savings, F.S.A., and not in its corporate capacity.

ANNE E. WILLIAMS
Notary Public, State of Texas
My Commission Expires 06/22/93

Anne E. Williams
Notary Public, State of Texas

(Acknowledgment)

THE STATE OF TEXAS §
§
THE COUNTY OF COMAL §

This instrument was acknowledged before me on the 6th day of March, 1991, by TOM GUILFORD, President of Baynebridge Condominium Homeowner's Association, Inc., a Texas non-profit corporation, on behalf of said corporation.

ANNE E. WILLIAMS
Notary Public State of Texas
My Commission Expires 06/22/93

Anne E. Williams
Notary Public, State of Texas

RTC\BAYNEBRI\CONDECLA.AMD\rek

After Recording Return to:

Mr. Lewis A. Brown, Managing Agent
First Federal Savings, FSA
199 Main Plaza
New Braunfels, TX 78130

FILED
HAYS COUNTY, TEXAS
'91 MAR 6 PM 3 35
COUNTY CLERK

STATE OF TEXAS
COUNTY OF HAYS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the Official Records of Hays County, Texas as stamped hereon, by me
MAR 6 91
COUNTY CLERK
HAYS COUNTY, TEXAS