



AMENDMENT TO THE DECLARATION OF  
CRIPPLE CREEK-MAINLAND SUBDIVISION

This amendment to the Declaration of Cripple Creek-Mainland Subdivision is made and executed by Cripple Creek-Mainland Homeowners Association, Inc. ("Association") and does hereby amend that original Declaration filed in the Official Public Records of Bexar County, Texas in Book 11753, Pages 1348-1361 on November 7, 2005, and as amended and recorded in the Official Public Records of Bexar County, Texas in Book 12354, Page 2458 on August 29, 2006.

WHEREAS, Association is amending the Declaration in accordance with Article X, Section 1 of said Declaration in order to supplement the terms throughout the Declaration and to reflect changes sought by Owners in the Cripple Creek-Mainland Subdivision; and

WHEREAS the Owners have approved amendments to the original Declarations;

NOW THEREFORE, the Declaration shall be amended as follows:

Article VII, Section 5 is amended to add the following new subparagraphs beginning after Article VII, Section 5, Subparagraph 10(g):

11. **Approved Colors.** Please note that due to the hardboard/plank material and harsh nature of the Texas sun, paint chip samples may look different when applied. Bright colors may look overly heightened and not match with the community appearance. The House trim should not be white but a cream or off-white color. Colors selected shall not be offensive or become an annoyance to other owners in the sole discretion of the Board. The following are pre-approved House / paint colors and combinations for the subdivision and may be obtained from Pittsburg Paints:
  - a. Photo Gray, Trim Colony White
  - b. Autumn Grey, Trim Colony White
  - c. Langdon Dove, Trim Summertime
  - d. Chamois, Trim Colony White
  - e. Pony Tail, Trim Colony White
  - f. Windmill, Trim Summertime
  - g. Driftwood, Trim Colony White
  - h. Coastal Storm, Trim Summertime
  - i. Beechwood, Trim Colony White
  - j. Sandy Bluff, Trim Linen
  - k. Dark Ash, Trim Colony White
  - l. Earth-tone colors in the Browns, Greens, Blues, Yellows, and Cream range.

Article VII is amended to add the following new Sections 9 and 10 beginning after Article VII, Section 8:

**SECTION 9. ENFORCEMENT.**

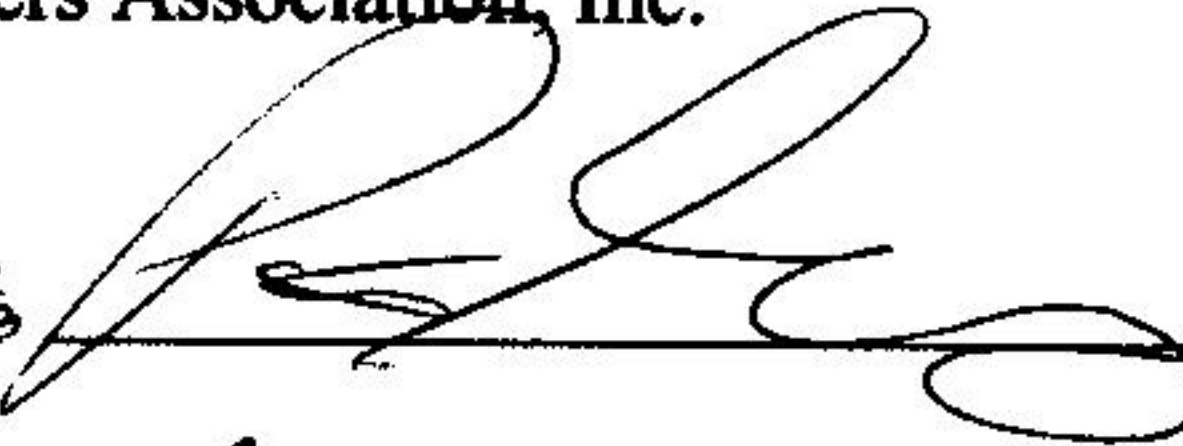
1. **Application.** Maintenance rules and use restrictions shall apply to all Lots. Lot Owners are strictly responsible for informing their renters, lessees (tenants), sub-lessees, or co-residents of these rules and their enforcement.
2. **Enforcement.** The Association may impose sanctions for violation of this Declaration (including any rules, guidelines or standards adopted pursuant to the Declaration) in accordance with and subject to the applicable procedures set forth in this Declaration, the By-laws and applicable law, including the Texas Property Code, as amended. Specifically, written notice and opportunity for a hearing must be given prior to the Association exercising its remedies if such notice and hearing is required by this Declaration, the By-laws and applicable law, including the Texas Property Code, as amended. Such sanctions may include all remedies available at law and/or in equity and all remedies herein, including , without limitation, the following:
  - a. **Notice / Warnings.** If a violation occurs or a rule under these Declarations is not followed, the Association will issue a warning and request for voluntary compliance to the Lot Owner. The Owner will have thirty (30) days from receipt of the notice to bring the violation into compliance. If the violation remains after the expiration of the thirty (30) day voluntary compliance period, the HOA will proceed with additional enforcement available under these Declarations.

**SECTION 10. PRE-APPROVAL / IMPROVEMENT REQUESTS.**


1. **Limitation of Liability.** Neither the Association nor the Board shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications or the adequacy of soils or drainage, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association, the Board nor any member of the foregoing shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any House and/or Lot. The Board and its members shall be defended and indemnified by the Association as provided in these Declarations.

**RETURN TO:**  
**M. SUSAN RICE, P.C.**  
*Attorney and Counselor at Law*  
39340 IH-10 West, Suite D  
Boerne, Texas 78006

Cripple Creek-Mainland Homeowners Association, Inc.

By PETER GREENBULG , DIRECTOR,

DIEGO TREVINO , DIRECTOR,

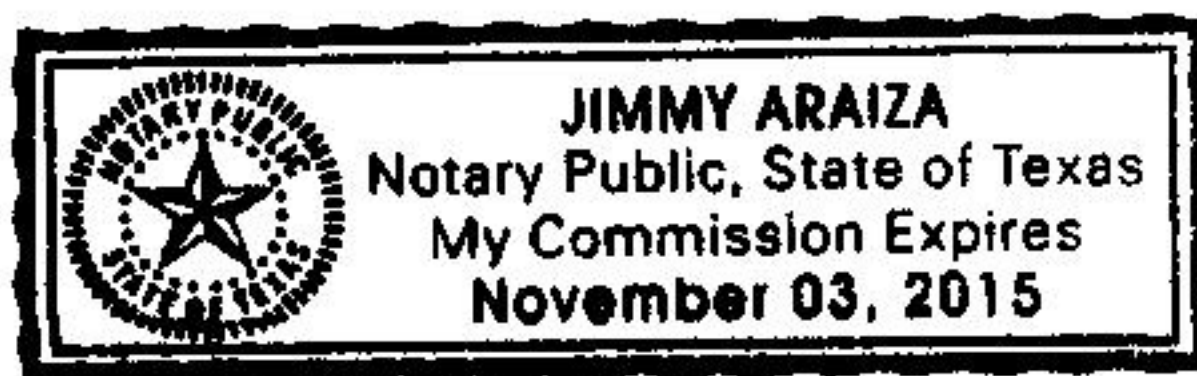
John De Marco , DIRECTOR,

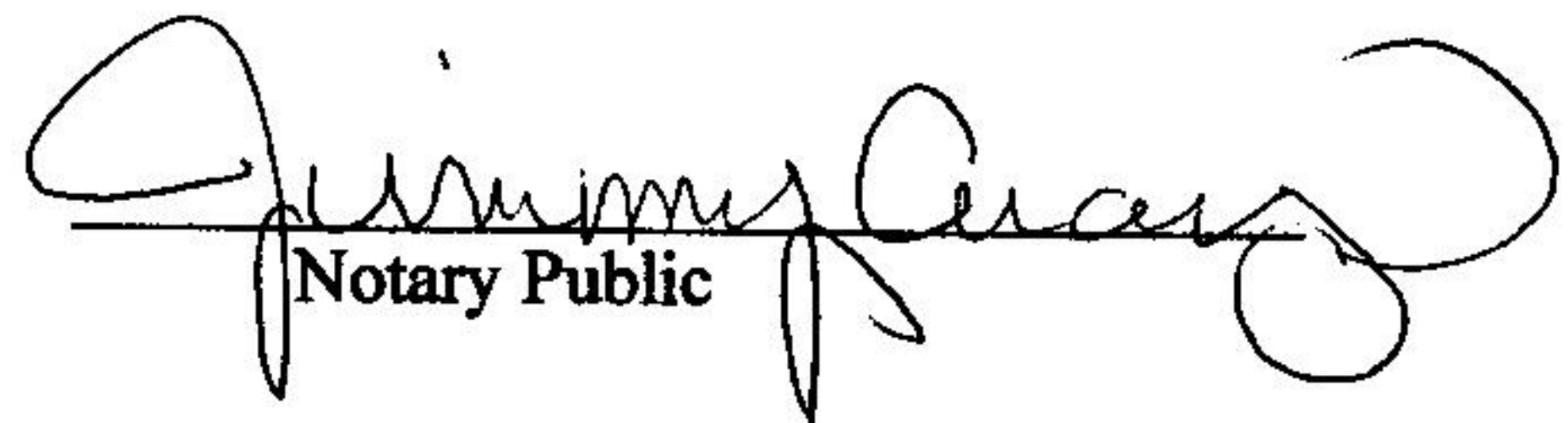
GIOVANNI V7 ABRANTOS , DIRECTOR,

Cripple Creek-Mainland Homeowners Association, Inc.

ACKNOWLEDGEMENT

Acknowledged before me this 18<sup>th</sup> day of December, 2012, by Danae Ruppel and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his signature on the instrument, the person, or entity upon behalf of which the person acted, executed the instrument.



  
Notary Public

Doc# 20130018841 Fees: \$24.00  
01/30/2013 1:00PM # Pages 3  
Filed & Recorded in the Official  
Public Records of BEXAR COUNTY  
GERARD C. RICKHOFF COUNTY CLERK

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law  
STATE OF TEXAS, COUNTY OF BEXAR  
I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

RETURN TO:  
M. SUSAN RICE, P.C.  
Attorney and Counselor at Law  
39340 IH-10 West, Suite D  
Boerne, Texas 78006

JAN 30 2013



  
COUNTY CLERK BEXAR COUNTY, TEXAS