

SCANNED



**SECOND AMENDMENT TO THE SECOND AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FOUNTAINS IN
DEERFIELD SUBDIVISION, UNIT I AND II PLANNED UNIT DEVELOPMENT AND
SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE FOUNTAINS AT DEERFIELD SUBDIVISION, UNIT
III PLANNED UNIT DEVELOPMENT**

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

The Declaration of Covenants, Conditions and Restrictions for The Fountains at Deerfield Subdivision, Unit I and Unit II, Planned Unit Development, executed on March 25, 1992, recorded in Volume 5295, Page 1682, Official Public Records of Real Property of Bexar County, Texas, as amended by the Amended Declaration of Covenants, Conditions and Restrictions for The Fountains at Deerfield Subdivision, Unit I and II, Planned Unit Development, executed on April 30, 1992, recorded in Volume 5334, Page 980, Official Public Records of Real Property of Bexar County, Texas, as further amended by the Second Amended Declaration of Covenants, Conditions and Restrictions for The Fountains at Deerfield Subdivision, Unit I and Unit II, Planned Unit Development, executed on July 1, 1992, recorded in Volume 5378, Page 1226, Official Public Records of Real Property of Bexar County, Texas, and the Declaration of Covenants, Conditions and Restrictions for The Fountains at Deerfield Subdivision, Unit III, Planned Unit Development, executed on February 8, 1993, recorded in Volume 5568, Page 1325, Official Public Records of Real Property of Bexar County, Texas, and as amended by the First Amendment to the Second Amended Declaration of Covenants, Conditions and Restrictions for The Fountains at Deerfield Subdivision, Unit I and Unit II, Planned Unit Development Amendment to the Declaration of Covenants, Conditions and Restrictions for The Fountains at Deerfield Subdivision, Unit III, Planned Unit Development, executed on October 25, 2010, recorded in Volume 14705, Page 172, Official Public Records of Real Property of Bexar County, Texas, are hereby amended to read as follows:

I.

Article XXXIII of the Declarations referenced above are amended to read as follows:

The Association, its successors or assigns, or any Owner of any lot in the Subdivision, shall have the right to enforce, by proceedings at law or in equity, these restrictive covenants. The Association shall also have the right to enforce these restrictive covenants by imposing a fine of up to \$100 per day per violation; provided, however, that before imposing a fine on an Owner, the Association shall provide written notice of the violation to the Owner by certified mail, return receipt requested, informing them that they are entitled to cure the violation by a specific, reasonable deadline and avoid the fine if they have not received a similar notice in the preceding six months, advising them that they have thirty days from the day they receive the notice to request a hearing before the Board of




Directors, and in the event that the Association may involve the Association's attorney, informing the Owner that if the matter is referred to the Association's attorney that the Owner will be liable for the legal expenses. Any fine imposed, shall, along with all associated attorney's fees and costs of collection, constitute a lien on the Lot of the Owner who has been fined, in like manner as a maintenance assessment. Failure of the Association to take any action upon any breach or default shall not be deemed a waiver of its right to take action upon any subsequent breach or default. The reservation of the right of enforcement shall not create a duty or obligation of any kind to enforce same, and the Association shall not be subject to any claim, demand or cause of action from any Owner by virtue of not enforcing any restriction herein contained.


The President and Secretary of the Association attest that the foregoing Amendment was adopted by at least fifty percent (50%) of the Owners of lots in the Subdivision, to certify which witness their signatures below.

Signed this 5 day of April, 2011.

THE FOUNTAINS AT DEERFIELD
HOMEOWNERS ASSOCIATION, INC.,
a Texas Non-Profit Corporation

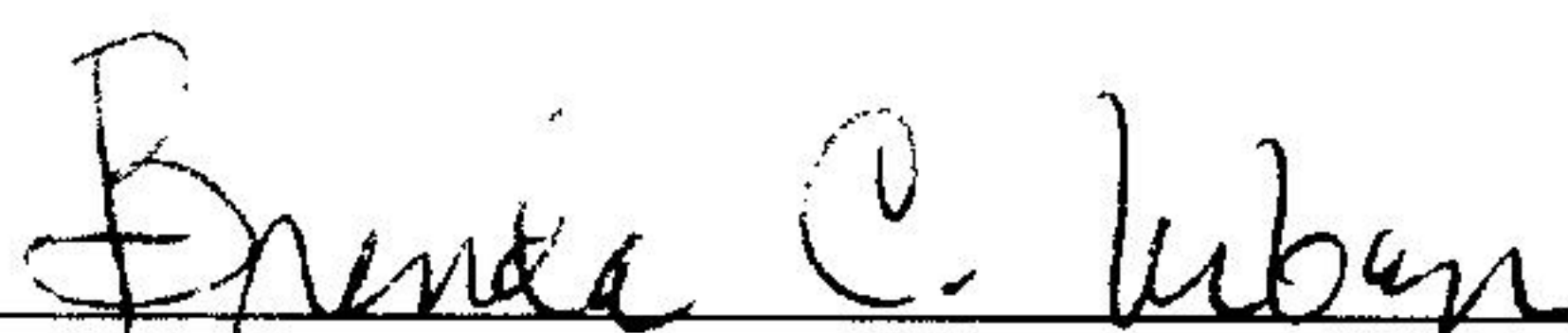
By 
Tom Penrose, Its President

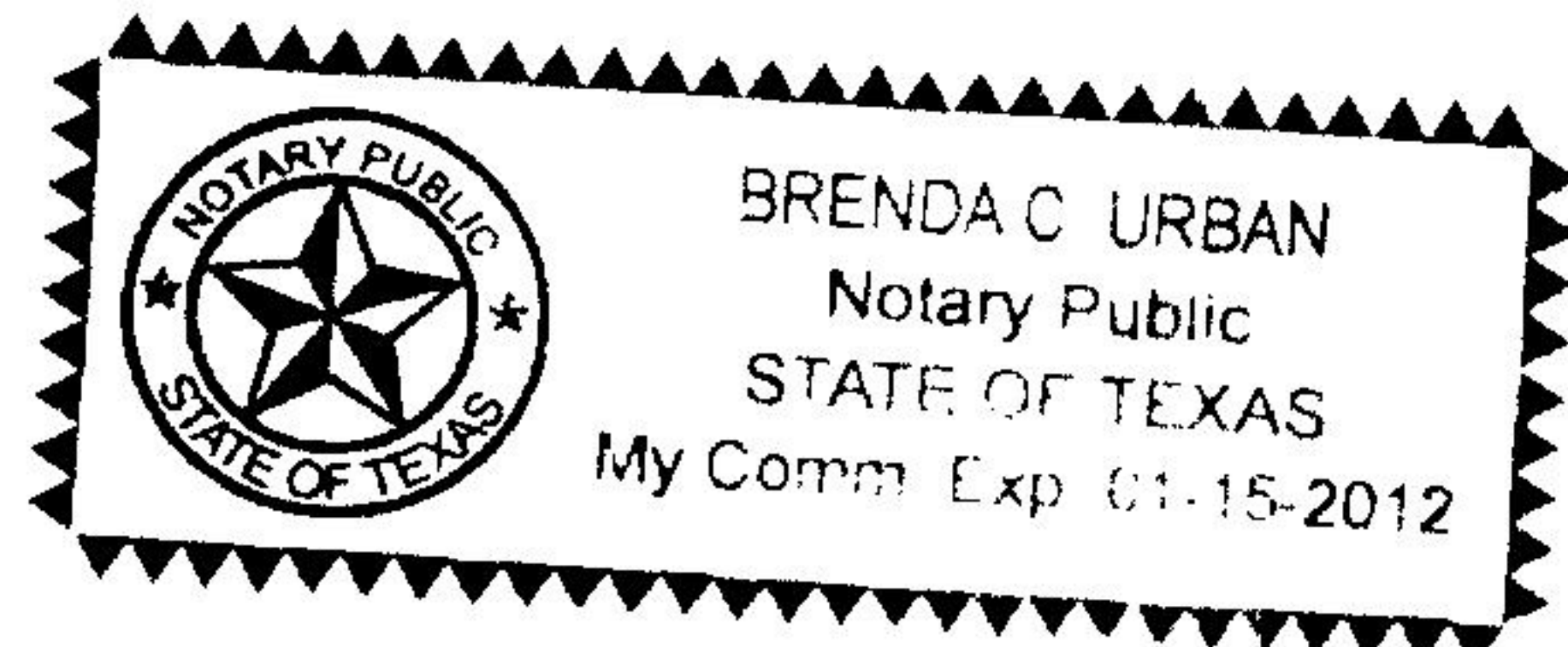
ATTEST:

By: 
Darrell Deming, Its Secretary

STATE OF TEXAS §
 §
COUNTY OF BEXAR §


I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Tom Penrose, President of The Fountains at Deerfield Homeowners Association, Inc., on the date of execution set forth above.


Notary Public, State of Texas

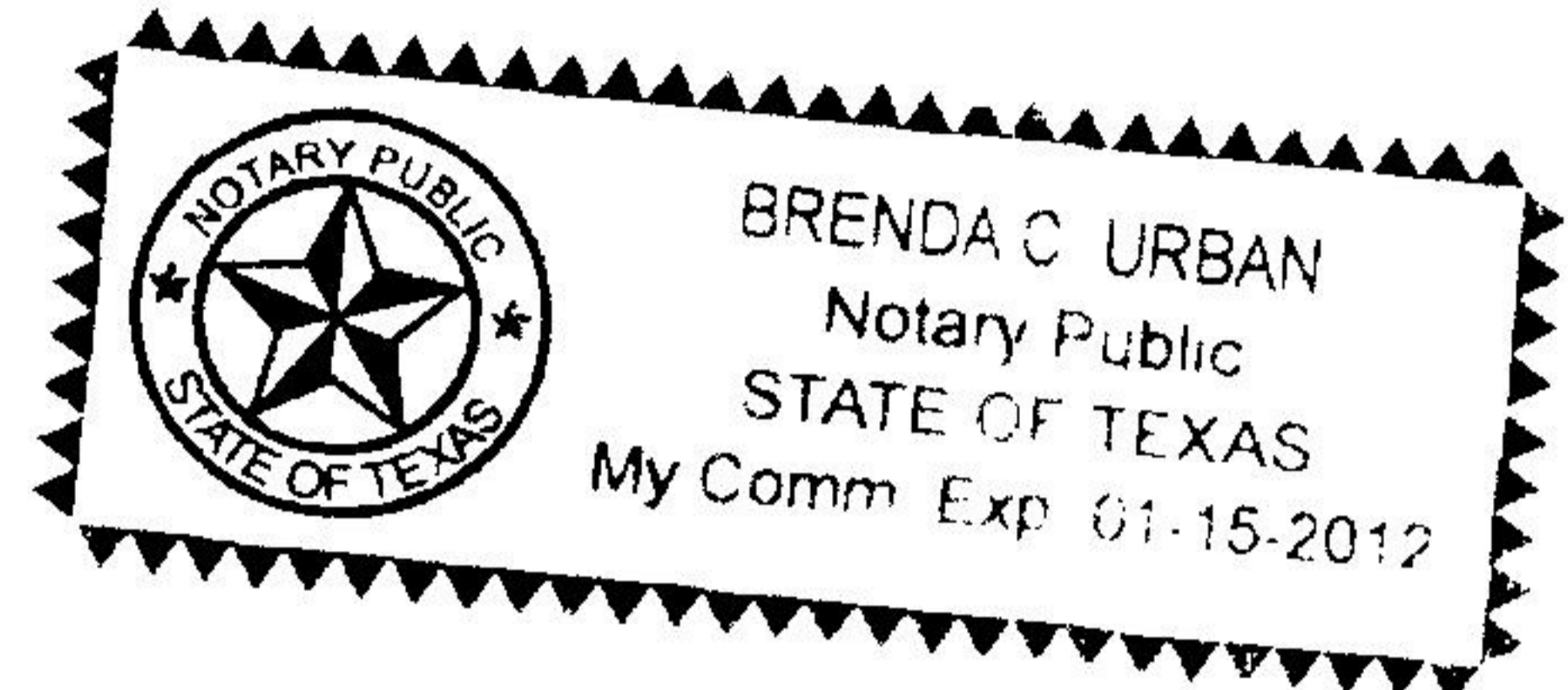


STATE OF TEXAS §
§
COUNTY OF BEXAR §

I hereby certify that the foregoing instrument was acknowledged before me, the undersigned Notary, by Darrell Deming, Secretary of The Fountains at Deerfield Homeowners Association, Inc., on the date of execution set forth above.



Notary Public, State of Texas




AFTER RECORDING RETURN TO:
The Fountains at Deerfield Homeowners Association, Inc.
300 E. Sonterra, Suite 350
San Antonio, TX 78258

5801001/854142

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 of 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:

APR 14 2011




COUNTY CLERK, BEXAR COUNTY, TEXAS

Doc# 20110064361 Fees: \$24.00
04/14/2011 4:37PM # Pages 3
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK