

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE ENCLAVE AT MILL POINT TOWNHOME ASSOCIATION, INC.**

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

THAT, WHEREAS, the real property so described is subject to the Covenants, Restrictions, Easements, Charges and Liens of The Woodlands dated October 4, 1993, and recorded in the Real Property Records of Montgomery County, Texas under clerks file number 9353446, the real property having been annexed thereto by the Annexation Agreement dated January 4, 2002, and recorded in the Real Property Records of Montgomery County, Texas under clerks file number 2002-001175; and

WHEREAS, in addition to the Woodland's CCR's, the property has heretofore been subject to the Declaration of Covenants, Conditions and Restrictions for the Enclave at Mill Point Townhome Association, Inc., recorded in the Real Property Records of Montgomery County, Texas under clerks file number 2002-094754; and

WHEREAS, the members of the Enclave at Mill Point Townhome Association, Inc. desire to amend the Declaration of Covenants, Conditions and Restrictions for the Enclave at Mill Point Townhome Association, Inc., as hereinafter set forth; and

WHEREAS, the amendments to the Declaration of Covenants, Conditions and Restrictions for the Enclave at Mill Point Townhome Association, Inc., as set forth below, has been approved by Class A members owning at least sixty seven percent (67%) of the Units and the consent of all Class B members, if any, as evidenced by their signatures and/or certification of vote attached hereto;

NOW THEREFORE, pursuant to the above recitals, the members of the Enclave at Mill Point Townhome Association, Inc. hereby amend the provisions of the Declaration of Covenants,

Conditions and Restrictions for the Enclave at Mill Point Townhome Association, Inc., to adopt, establish and impose upon the subdivision, the following amendments:

1. The first paragraph of Article VII. Insurance and Casualty Losses, Section 1. Insurance, which had previously read:

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property and for all building on Units. This insurance shall cover loss of damage by fire or other hazards, including extended coverage, vandalism, malicious mischief and flooding (if available) and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Each Owner should obtain insurance to cover the contents of its respective Unit.

is hereby amended to read as follows:

Section 1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain insurance for all insurable improvements on the Common Property and for all building on Units. This insurance shall cover loss of damage by fire or other hazards, including extended coverage, vandalism and malicious mischief and shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard. Each Owner should obtain insurance to cover the contents of its respective Unit. Each owner shall be responsible for obtaining flood insurance to cover their building and contents if they choose to cover the hazard of flooding.

2. The third paragraph of Article VII. Insurance and Casualty Losses, Section 1. Insurance, which had previously read:

Premiums for all insurance which is the expense of the Association to provide shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

is hereby amended to read as follows:

Premiums for all insurance which is the expense of the Association to provide shall be common expenses of the Association. The policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. Each owner shall be responsible for paying the deductible applicable to any loss to their Unit.

3. Subsection (a) of the fourth paragraph of Article VII. Insurance and Casualty Losses, Section 1. Insurance, which had previously read:

(a) All policies shall be written with a company licensed to do business in Texas and holding a Rating of XI or better in the Financial Category as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating."

is hereby amended to read as follows:

(a) All policies shall be written with a company licensed to do business in Texas or authorized to do business in Texas as a surplus lines company and holding a Rating of A or better, and X or higher in the Financial Size Category as established by A.M. Best Company, Inc., if available, or, if not available, the most nearly equivalent rating.

CERTIFICATION OF ADOPTION

I, Alice Rodgers, by my signature below and in my capacity as President of the Enclave at Mill Point Townhome Association, Inc., hereby confirm that the above First Amendment to the Declaration of Covenants, Conditions and Restrictions for the Enclave at Mill Point Townhome Association, Inc., was properly adopted by the owners of lots within the subdivision as evidenced by the copies of such signatures attached hereto.

ENCLAVE AT MILL POINT
TOWNHOME ASSOCIATION, INC.

By: Alice Rodgers
Enclave @ Mill Point Townhouse, President
ASSOC.

STATE OF TEXAS §
§
COUNTY OF MONTGOMERY §

BEFORE ME, the undersigned authority, on this day personally appeared Alice Rodgers, President of the Enclave at Mill Point Townhome Association, Inc., a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that this instrument was executed for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of April, 2007.

Patti Roy
Notary Public, State of Texas
My commission Expires:

