

34- 0043790

AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
BRENTWOOD COMMON

(PREVIOUSLY KNOWN AS MARY MONT TOWNHOUSES)

STATE OF TEXAS §

COUNTY OF BEXAR §

WHEREAS, MORTON/SOUTHWEST COMPANY, a Texas Corporation (herein "Declarant") has heretofore caused to be placed of record Amended And Corrected Declaration Of Covenants, Conditions And Restrictions Marymont Townhouses in Volume 7037, Page 660, Deeds Records of Bexar County, Texas (herein the "Declaration"), and Certificate Of Extension Of Declaration Of Covenants, Conditions And Restrictions Mary Mont Townhouses in Volume 7137, Page 613, Deeds Records of Bexar County, Texas (herein the "Extension"), creating certain easements, restrictions, covenants, and conditions binding property now known as Brentwood Common, more particularly described in the Declaration and Extension; and

WHEREAS, the Parties hereto, being not less than seventy-five percent (75%) of the lot owners of Brentwood Common are desirous of amending the Declaration in certain respects as permitted by ARTICLE X, Section 10.3. of the Declaration as evidenced by their signatures below;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties hereto do hereby AMEND the Declaration in the following respects:

ARTICLE 1, Section 1.1. is hereby amended to read as follows:

Section 1.1 "Association" shall mean and refer to Brentwood

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Common Homeowners Association, a Texas nonprofit corporation, its successors and assigns, by virtue of the Articles Of Amendment To The Articles Of Incorporation Of Marymont Townhouse Homeowners Association, filed in the office of the Secretary of State of Texas on or about January 15, 1975, to change the name, address and registered agent of the corporation previously known as Marymont Townhouse Homeowners Association.

ARTICLE I, Section 1.3 is hereby amended to read as follows:

Section 1.3 "Properties" shall mean and refer to the real property described in the Declaration and Extension, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

ARTICLE III, Section 3.2 is hereby amended to read as follows:

Section 3.2 No owner, whether one or more persons, shall have more than one (1) membership per lot owned. In the event the owner of a lot is more than one person or entity, the vote for such lot shall be exercised as those persons or entities themselves determine and advise the Secretary of the Association prior to the meeting. The right to vote may be exercised by an owner or the owner's spouse, but in no event shall more than one (1) vote be cast for each lot.

ARTICLE IV, Section 4.3 shall be amended to read as follows:

Section 4.3 Maximum Annual Assessment: It shall be the duty of the Board, at lease sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the membership, to prepare a budget

covering the estimated costs of operating the Association and maintaining the Properties and Common Area during the coming year, and to set the annual assessments for the Association's fiscal year. The budget shall include a capital contribution to the reserve fund. The Board shall cause a copy of the budget and the amount of the assessments to be submitted to each owner in writing.

(a) From and after January 1, 1994, the annual assessment may be increased each year not more than fifteen (15%) percent above the assessment for the previous year without a vote of the membership.

(b) The maximum annual assessment may be increased above fifteen (15%) percent by a vote of two-thirds (2/3rds) of the owners entitled to vote, by person or by proxy, at the annual meeting or at a meeting duly called for this purpose.

ARTICLE IV, Section 4.8 is hereby amended to read as follows:

Section 4.8 Effect of Nonpayment of Assessments - Remedies of the Association: Any assessments not paid within thirty (30) days after the due date shall be deemed delinquent and shall incur a late charge in an amount as the Board may from time to time determine. If any such amount is not paid by the fifteenth day of the following month, at the Board's election, the assessments for the remainder of the entire fiscal year may be accelerated and become at once due and payable, and from the fifteenth (15th) day of said month until paid shall bear interest at the highest rate permitted by law.

In order to secure payment of the assessments, a vendor's lien

and superior title to each lot shall be and is hereby reserved for and on behalf of the Association for the benefit of all owners. The lien shall include interest not to exceed the maximum legal rate on the principal amount due, all late charges from the date first due and payable, and all costs of collection, including reasonable attorney's fees.

Notice of the Association's lien referred to in the foregoing paragraph may be given by the recordation in the office of the County Clerk of Bexar County, Texas, of an Assessment Lien Affidavit, duly executed by an officer or attorney for the Association, setting forth the amount owed, the name of the last known owner or owners of record, and the legal description of the lot.

Each owner, hereby expressly recognizes the existence of said lien as being prior to the ownership of such lot and hereby vests in the Board the right and power to bring all actions against such owner or owners personally for the collection of such unpaid assessments, late charges, interest, reasonable attorney's fees and all costs and expenses, and to enforce the aforesaid lien by all methods available for the enforcement of liens, both judicially and by non-judicial foreclosure pursuant to and in accordance with Section 51.002 of the Texas Property Code (as same may be amended or revised from time to time hereafter) and in addition to and in connection therewith, by acceptance of the Deed to its lot and/or as evidenced by its signature below, each owner expressly grants, bargains, sells, and conveys to the President of the Association

from time to time serving, as Trustee (and to any substitute or successor Trustee as hereinafter provided for) such owner's lot, a power of sale, and all rights appurtenant thereto, in trust, for the purpose of securing the aforesaid lien for assessments and other sums due hereunder remaining unpaid by such lot owner. The Trustee herein designated may be changed from time to time by execution of an instrument in writing signed by the President or Vice President of the Association and attested to by the Secretary of the Association and filed in the office of the County Clerk of Bexar County, Texas. In the event of the election of the Board to foreclose the lien, then it shall be the duty of the Trustee, or his successor, as hereinabove provided, at the request of the Board (which request shall be presumed) to enforce this trust and sell such lot, and all rights appurtenant thereto, at the south steps of the Bexar County Courthouse, the county in which the lot is located, on the first Tuesday of any month between the hours of 10 o'clock a.m. and 4 o'clock p.m., the notice of sale to include the time of sale as provided by law, to the highest bidder for cash at public venue after the Trustee shall have given notice of the proposed sale in the manner hereinafter set forth and to make due conveyance to purchaser or purchasers, with General Warranty of Title to such purchaser or purchasers binding upon the lot owner, his heirs, executors, administrators and successors. The Trustee shall give Notice of such proposed sale by posting a written Notice of time, place and term of sale for at least twenty-one (21) consecutive days preceding the date of sale at the Courthouse Door

of Bexar County, Texas and, in addition, the Board shall serve written Notice at least twenty-one (21) consecutive days preceding the date of sale or the proposed sale by certified mail on each of such owner or owners according to the records of the Association, and file the appropriate Notice with the County Clerk's Office of Bexar County, Texas. Service of such Notice shall be completed upon deposit of the Notice, enclosed in a postpaid wrapper, properly addressed to such owner or owners at the most recent address as shown by the records of the Association, in a Post Office or official depository under the care and custody of the United States Postal Service. The Affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of such service.

At any foreclosure, judicial or non-judicial, the Association shall be entitled to bid up to the amount of the sum secured by its lien, together with costs and attorney's fees, and to apply as a cash credit against its bid all sums due to the Association covered by the lien foreclosed. From and after any such foreclosure the occupants of such lot shall be required to pay a reasonable rent for the use of such lot and such occupancy shall constitute a tenancy-at-sufferance, and the purchaser at such foreclosure sale shall be entitled to the appointment of a receiver to collect such rents and, further, shall be entitled to possession of such lot, by forcible detainer or by Writ of Possession.

It is the intent of the provisions of this Section 4.8 to

comply with Section 51.002 of the Texas Property Code relating to non-judicial sales by power of sale, and in the event of the amendment of said Section 51.002 hereafter applicable hereto, the President of the Association acting without joinder of any lot owner or mortgagee may amend this Declaration to comply with said amendments to Section 51.002.

Notwithstanding any of the provisions contained herein, the Association shall serve a lot owner in default under this Declaration notice by certified mail stating the lot owner is in default under the Declaration, and must be given 20 days to cure the default before the entire debt is due and notice of sale is given if the lot is used as the lot owner's residence.

In addition to the lien hereby retained, in the event of nonpayment by any owner of such owner's assessments, the Association may, upon ten (10) days' prior written notice:

- (a) Suspend or restrict the rights of the nonpaying owner to use the Common Area;
- (b) Suspend the voting privileges of the nonpaying owner; and/or
- (c) Cut off any utility services used by the nonpaying owner which are paid by the Association.

No owner may waive or otherwise except liability for the assessments provided for herein by the waiver of use of the Common Area or the abandonment of his lot.

ARTICLE VI, is hereby amended to read as follows:

Section 6.1 Association's Responsibility: The Association

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shall maintain and keep in good repair the Common Area and provide exterior maintenance upon each lot as follows: paint, stain, flat gravel roofs, post warranty shingle roofs, gutters, downspouts, and with the exception of hardware and glass, all exterior building surfaces, sanitary sewer line connecting the residence slab to the sanitary sewer collection system, water line connecting the residence to the water distribution system, trees, fences, shrubs, grass, streets, parking spaces, and walks.

Section 6.2 Owner's Responsibility: Each owner shall maintain and keep in good repair, on his lot as follows: glass surfaces, patio areas, pitched wood shake roofs, window and door fixtures and hardware, landscaping installed by the owner, exterior light fixtures operated from a residence, air conditioning compressor condenser (including pipes and electrical lines connecting same to the residence), utility company meters, circuit breakers and switch panels, electric power service lines and conductors from the exterior of the residence to the point of connecting to the electric utility company's junction box or transformer, and/or telephone service lines located on the lot but not maintained by the gas and/or telephone companies.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the owner, his family, guest or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

In the event an owner is responsible for certain exterior



maintenance as set forth herein or in the Rules and Regulations of the Association, and such owner shall fail to maintain the lot and improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, by approval of a two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said lot and to repair, maintain and restore the lot and any improvements thereon. The cost of said maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VIII, Section 8.12 is hereby amended to read as follows:

Section 8.12 Owner's Maintenance: No owner shall do any act or work that will impair the structural soundness or integrity of another residence or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other lots or their owners.

ARTICLE X, Section 10.3 is hereby amended to read as follows:

Section 10.3 Amendment: The covenants and restrictions contained in the Declaration and Extension shall run with and bind the land. The Declaration may be amended by a vote of not less than sixty-seven percent (67%) of the lot owners entitled to vote on the date the amendment is presented to the Membership for a vote. No amendment shall be effective until written notice thereof, certified to as to the requisite votes by the President and Secretary of the Association and properly acknowledged, is duly recorded in the Real Property Records of Bexar county, Texas.

ARTICLE X is hereby amended to add Sections 10.6, 10.7 and 10.8 as follows:

Section 10.6 Additional Remedy: Notwithstanding and in addition to the remedies provided herein for the enforcement of the covenants, conditions, and restrictions contained in this Declaration, a Court may assess civil damages for the violation of a restrictive covenant in an amount not to exceed \$200.00 for each day of the violation, pursuant to Texas Property Code, §202.004(c).

Section 10.7 Attorney's Fees: If the Association shall incur any legal expenses, including attorney's fees, to enforce any rights of the Association against an Owner, said Owner shall be liable to the Association for such expenses and the Association may recover same.

Section 10.8 Gender and Grammar: When the context requires, singular nouns and pronouns include the plural, and masculine nouns and pronouns include the feminine.

EXCEPT AS HEREBY MODIFIED OR AMENDED, the remaining provisions of the Declaration consistent with the terms hereto are hereby RATIFIED and AFFIRMED for all purposes.

Lillian K. Lihon

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DREW JOHNSTON  
3922 BAR

BALLOT

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME:

Drew Johnston

ADDRESS:

3922 BRENTWOOD SAN ANTONIO TX

☒ YES (I AGREE WITH THE AMENDMENTS)

☐ NO (I DISAGREE WITH THE AMENDMENTS)

SIGNATURE

Drew Johnston

DATE

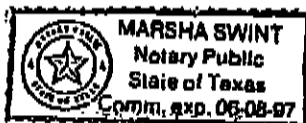
1-15-94

State of Texas \*

County of Bexar \*

This instrument was acknowledged before me on Jan. 15,  
1994 by DREW JOHNSTON.

Marsha Swint  
Notary Public - State of Texas



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RECEIVED JAN 11 1994

8905 WEXFORD

BALLOT

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: MOLLY S. WILLIAM DEBLOIS

ADDRESS: 8905 WEXFORD

YES: ☒ AGREE WITH THE AMENDMENTS) yes

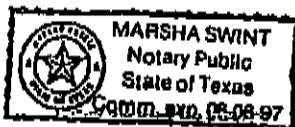
NO: ☐ DISAGREE WITH THE AMENDMENTS) \_\_\_\_\_

SIGNATURE Molly S. DeBl DATE 30 Dec 93

State of Texas \*

County of Bexar \*

This instrument was acknowledged before me on Dec. 30,  
1993 by MOLLY S. DEBLOIS.



Marsha Swint  
Notary Public - State of Texas

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RECEIVED OCT 21 1993

BALLOT

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME:

NALDEAN BORG

ADDRESS:

300 Lakeview Lane, Cedar Union, New 64834  
A own 3928 Beaumont

YES:

(I AGREE WITH THE AMENDMENTS)

✓

NO:

(I DISAGREE WITH THE AMENDMENTS)

SIGNATURE

Naldeen Borg

DATE

10/1/93

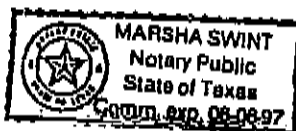
State of Texas \*

County of Bexar \*

This instrument was acknowledged before me on

Oct. 19

1993 by NALDEAN BORG.



Marsha Swint  
Notary Public - State of Texas

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SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME:

ADDRESS:

☒ YES (I Agree With The Amendments)

☐ NO (I Disagree With The Amendments)

SIGNATURE

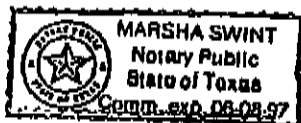
*David L. Johnson*  
DAVID L. Johnson  
3330 Lanning Rd  
E.A. 7 - 78217

State of Texas \*

County of Bexar \*

This instrument was acknowledged before me on Feb. 16,  
1993 by DAVID L. JOHNSON.

*Marsha Swint*  
Notary Public - State of Texas



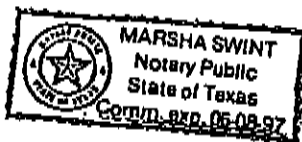
BC.AM

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STATE OF TEXAS       §  
                             §  
COUNTY OF BEXAR     §

This instrument was acknowledged before me by DAN and JOAN RHEINER, GERARD M. BAKER, TEMPER S. BEASLEY, SUSAN L. JOHNSON, LORETTA KRAUSE, MARGARET VINEY, ANABELLE FRIEND, LOYAL TACKER, DOROTHY ANDRICK, SUSAN A. HALAVIN, BONNIE DAMM, ROBERT VAUGHN, ROBIN HOSTETTER, JAMES A. MACIA, JR., M. MOSKOWITZ, OSWIN P. MCCARTY, JOAN S. FERGUSON, LILLIAN GIBSON, CAROLINE FLANNERY, MARGARET WOLL, ROY WILSON, WALLACE S. SNYDER, SUSAN AVERY RIORDAN, MARILYN R. GROGAN, LOUIS H. HORNER, JR., WILLIAM M. GOLD, JESS GILBERT, EDWARD L. FOSSUM, JUNE JUMP, CELESTE FORRES, WANDA FILL, BARBARA DEBOIS, JAMES EDNEY, R. JERALD CULHANE, EUGENIA J. COX, HOWARD J. CLARK, JAMES A. COOPER, HORTENSIA DE BARRON, CELIA A. BARRIERE, JOSEPH L. CAMPBELL, DOROTHY WALSDORF, C.W. McBRAYER, DELIGHT JOHNSON, CARL and PAM TURNER, NELLROSE LIVINGSTON, RICHARD BOORMAN, BETTY HENDRY, KEN KRINKE, CHARLES A. MOORE and HELEN C. MOORE, LYNDSY STONE on the 16th day of February, 1993.

*Marsha Swint*  
Notary Public, State of Texas



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**SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!**

**FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION**

**NAME:** DAN + JOAN RHONER

**ADDRESS:** 8913 WICKFIELD (657-4845)

**YES (I Agree With The Amendments)** \_\_\_\_\_

**NO (I Disagree With The Amendments)** \_\_\_\_\_

**SIGNATURE** 



*Gerard M. Baker*  
*8911 Wexford*

**SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!**

**FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION**

**NAME:** *GERARD BAKER*

**ADDRESS:** *8911 WEXFORD*

**YES (I Agree With The Amendments)**         *6*        

**NO (I Disagree With The Amendments)**                         

**SIGNATURE**         *Gerard M. Baker*

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: Temple S Beasley  
ADDRESS: 4013 WOLFORD

☒ (YES) (I Agree With The Amendments) ✓  
☐ NO (I Disagree With The Amendments)       

SIGNATURE Temple S. Beasley

**SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!**

**FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION**

**NAME:** Susan L. Johnson  
**ADDRESS:** 9012 Wickfield

**YES (I Agree With The Amendments)**       /      

**NO (I Disagree With The Amendments)**       /      

**SIGNATURE**

Susan L. Johnson

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME:

ADDRESS:

YES (I Agree With The Amendments)

210

✓

NO (I Disagree With The Amendments)

\_\_\_\_\_

SIGNATURE

Lorella Krane

BC.AM

1015993 P00837

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: ROBERT H. ERNST  
ADDRESS: 8923 WICKFIELD

(4)  
YES

YES (I Agree With The Amendments)  
NO (I Disagree With The Amendments)

L.W.T.

SIGNATURE

Robert H. Ernst - 8925 WICKFIELD |  
Annelle Frane - 3830 BARRINGTON |  
L. W. Tacker - 8928 WEXFORD |  
Ernestine Anderson - 8115 W. 10th Ave. |

BC.AM

Total 41

41  
56

54 = 75% have 56

W05993 P60838

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: SUSAN A. HALAVIN

ADDRESS: 9016 WICKFIELD ST.

SAN ANTONIO, TX, 78217

YES (I Agree With The Amendments)

NO (I Disagree With The Amendments)

☒ YES

SIGNATURE

Susan A. Halavin

**SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION**

**NAME:**

**ADDRESS:**

**YES (I Agree With The Amendments)**

**NO (I Disagree With The Amendments)**



**SIGNATURE**

Bonnie Flannery

**BC.AM**

**Y015993 PG0840**

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME:

ADDRESS:

YES (I Agree With The Amendments)

NO (I Disagree With The Amendments)

Yes

SIGNATURE

Robert Vaughan  
8932 Loxford



SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: Robin Hostetter

ADDRESS: 8934 Wexford

☒ YES (I Agree With The Amendments)

☐ NO (I Disagree With The Amendments)

SIGNATURE

R. E. Hostetter

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: James H. Hume Jr

ADDRESS: 8907 Wexford

☒ YES (I Agree With The Amendments) *As amended* ✓  
*in marking*  
☐ NO (I Disagree With The Amendments)

SIGNATURE

*James H. Hume Jr*

BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

ANNUAL MEETING BALLOT

FEBRUARY 16, 1993

*Carl. Amel*

~~At our Annual Meeting if we need to elect any new members to our Board of Directors, please utilize this form to do so.~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please remember only ONE vote per household. Thank you.

Owner Name:

*MARIO MASKEUTZ*

Unit Number:

*7006. WINGFIELD*

*1993*

BC.AH

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BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

ANNUAL MEETING BALLOT

FEBRUARY 16, 1993

*Doc. Arnold*

~~At our Annual Meeting if we need to elect any new members to our Board of Directors, please utilize this form to do so.~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please remember only ONE vote per household. Thank you.

Owner Name:

*Chris Rydman B M Leaty*

Unit Number:

*8911 Wickfield*

*Yes*

BC.AM

YOL5993 P60845

BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

ANNUAL MEETING BALLOT

FEBRUARY 16, 1993

YES

DECL. AMEND.

~~At our Annual Meeting if we need to elect any new members to our Board of Directors, please utilize this form to do so.~~

I approve the new  
article as presented  
16 Feb 93

Please remember only ONE vote per household. Thank you.

Owner Name:

John J. Jergensen

Unit Number:

5840 BRENTWOOD

BC.AK

YOL5993 FEB0846

BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

ANNUAL MEETING BALLOT

FEBRUARY 16, 1993

*Deed Knudt*

~~At our Annual Meeting if we need to elect any new members to our Board of Directors, please utilize this form to do so.~~

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Please remember only ONE vote per household. Thank you.

Owner Name:

*Lillian L. Nelson*

Unit Number:

*Cherry III Bldg III*

*YES*

BC.AM

YOL5993 P60847

**SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS:**

**FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION**

NAME: *Mr. Jean Flannery, Jr. (President)*  
ADDRESS: *3456 Pershing Ave.*

☒ YES (I Agree With The Amendments)

✓

☐ NO (I Disagree With The Amendments)

\_\_\_\_\_

SIGNATURE

*Jean Flannery, Jr.*  
*(Mr. Jean Flannery, Jr.)*

BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

ANNUAL MEETING BALLOT

FEBRUARY 16, 1993

*Decl. Annual*

~~At our Annual Meeting if we need to elect any new members to our Board of Directors, please utilize this form to do so.~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please remember only ONE vote per household. Thank you.

Owner Name: \_\_\_\_\_

Unit Number: \_\_\_\_\_

*Yes*

BC.AM

NOV 5 9 93 PM 08 49



SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: Col. Roy Wilson  
ADDRESS: 9005 Wexford

(YES) (I Agree With The Amendments) as changed at meeting

NO (I Disagree With The Amendments) \_\_\_\_\_

SIGNATURE Roy A. Wilson

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: Wallace S. Snyder  
ADDRESS: 8908 Westford

☒ YES (I Agree With The Amendments)  
☐ NO (I Disagree With The Amendments)

Wells

SIGNATURE

Wallace S. Snyder

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME:

ADDRESS:

☒ YES (I Agree With The Amendments)  
☐ NO (I Disagree With The Amendments)

Yes

SIGNATURE Susan Cheryl Rinden

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME:

ADDRESS:

☒ YES (I Agree With The Amendments) \_\_\_\_\_

☐ NO (I Disagree With The Amendments) \_\_\_\_\_

SIGNATURE

David R. Alagon

BC.AM

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SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS:

FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME:

*Louis Horner*

ADDRESS:

☒ YES (I Agree With The Amendments)

☐ NO (I Disagree With The Amendments)

SIGNATURE

*Louis H. Horner Jr.*  
8916 WEXFORD

BC.AM

Y025993 P00854

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS:

FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME:

ADDRESS:

☒ YES (I Agree With The Amendments) ✓

☐ NO (I Disagree With The Amendments) \_\_\_\_\_

SIGNATURE

William M. Lee

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!

FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: JCS GILBERT

ADDRESS: 9002 WILKFIELD

☒ YES (I Agree With The Amendments)

☐ NO (I Disagree With The Amendments)

SIGNATURE

BC.AM

W015993 P60856

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: ED FOSSUM

ADDRESS: 8907 WICKFIELD

☒ YES (I Agree With The Amendments)

☐ NO (I Disagree With The Amendments)

K  
                    

SIGNATURE

Edward L. Fossom



SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: *Mrs. William A. Jupp Jr.*  
ADDRESS: *8917 Yuckfield*

☒ YES (I Agree With The Amendments)

☐ NO (I Disagree With The Amendments)

X  
\_\_\_\_\_

SIGNATURE

*William A. Jupp Jr.*

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: C. L. FORD  
ADDRESS: 9010 WICKFIELD

☒ YES (I Agree With The Amendments)  
☐ NO (I Disagree With The Amendments)

Yes  
\_\_\_\_\_

SIGNATURE C. L. Ford

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!

FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: Wanda Fell  
ADDRESS: 8003 Wayford

☒ YES (I Agree With The Amendments)

X

☐ NO (I Disagree With The Amendments)

SIGNATURE Wanda I. Fell

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!

FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: Barbara DeBois

ADDRESS: 8902 Wickfield

☒ YES (I Agree With The Amendments) ✓

☐ NO (I Disagree With The Amendments)       

SIGNATURE Barbara DeBois

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME:

ADDRESS:

☒ YES (I Agree With The Amendments)

☐ NO (I Disagree With The Amendments)

*[Signature]*

SIGNATURE

*James S. Edey*

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!

FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: R. Jonell Culhane

ADDRESS: 8909 Weyford

☒ YES (I Agree With The Amendments)

☐ NO (I Disagree With The Amendments)

SIGNATURE

R. Jonell Culhane

**SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!**

**FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION**

**NAME:** *Eugene J. Cox*  
**ADDRESS:** *9008 Birchfield*

☒ **YES (I Agree With The Amendments)**

☐ **NO (I Disagree With The Amendments)**

*✓*  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE**

*Eugene J. Cox*

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: *Howard J. Chalk*

ADDRESS: *8906 Wexford*  
*San Antonio, Tx 78217*

YES (I Agree With The Amendments)   X  

NO (I Disagree With The Amendments)           

SIGNATURE

*Howard J. Chalk*



SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS:

FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME:

*James A. Cooper* James A. Cooper

ADDRESS:

9004 WICKFIELD

☒ YES (I Agree With The Amendments)

☐ NO (I Disagree With The Amendments)

YES for.

SIGNATURE

*James A. Cooper*

BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

ANNUAL MEETING BALLOT

FEBRUARY 16, 1993

*Dec. Annual.*

~~At our Annual Meeting if we need to elect any new members to our Board of Directors, please utilize this form to do so.~~

*Mrs. Hortensia Barron*

*3832 BARRINGTON*

*(Yes)*

*I agree with the amendments*  
*Hortensia Barron*

Please remember only ONE vote per household. Thank you.

Owner Name: \_\_\_\_\_

Unit Number: \_\_\_\_\_

BC.AM

YOL:5993 PG0867

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS:

FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: *Cecelia A. Barriere*

ADDRESS: *8906 Wickfield Street*

☒ YES (I Agree With The Amendments)

*X*

☐ NO (I Disagree With The Amendments)

SIGNATURE *Cecelia A. Barriere*

**SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS:**

**FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION**

**NAME:** *Colonel Joe and Candy Campbell*  
**ADDRESS:** *3430 Barrington*

**YES (I Agree With The Amendments)** ✓

**NO (I Disagree With The Amendments)**       

**SIGNATURE**

*Joseph L. Campbell*

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: Dorothy Walsdorf  
ADDRESS: 3926 Brentwood

YES (I Agree With The Amendments) \_\_\_\_\_  
NO (I Disagree With The Amendments) \_\_\_\_\_

SIGNATURE Dorothy Walsdorf

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: Ch McBlane - Dwight Johnson  
ADDRESS: 5928 Weigher

YES (I Agree With The Amendments) X

NO (I Disagree With The Amendments)       

SIGNATURE Ch McBlane - Dwight Johnson

**SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!**

**FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION**

**NAME:** *Carl & Pam Turner*

**ADDRESS:** *8904 Weyford*

**YES (I Agree With The Amendments)**

☒

**NO (I Disagree With The Amendments)**

☐

**SIGNATURE**

*Pam Turner*

VOL 5993 PG 0872

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS:

FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: Nellae Livingston  
ADDRESS: 8918 Wafford

YES (I Agree With The Amendments) Yes  
NO (I Disagree With The Amendments)

SIGNATURE

Nellae Livingston



SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!

FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: RICHARD & ANN BOORMAN

ADDRESS: 8902 WEXFORD  
SAN ANTONIO, TX. 78217

YES (I Agree With The Amendments) ✓

SIGNATURE RBorman 2/25/93.

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!

FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: Betty Hendry  
ADDRESS: 8914 Wexford

YES (I Agree With The Amendments) yes  
NO (I Disagree With The Amendments)           

SIGNATURE Betty Hendry

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS:

FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: *Helena & Ken Krinke*  
ADDRESS: *4903 Wafford*

YES (I Agree With The Amendments)  
NO (I Disagree With The Amendments)

*yes*  
*[Signature]*

SIGNATURE

*[Signature]*

*I witnessed the  
change in rules  
by Mr. Krinke on  
2<sup>nd</sup> Feb. '93  
Regard Christine*

SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!  
FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION

NAME: Charles and Helen Moore  
ADDRESS: 8903 Wilford

☒ YES (I Agree With The Amendments) ✓  
☐ NO (I Disagree With The Amendments)       

SIGNATURE

Charles Moore  
Helen C Moore

**SIGNATURE PAGE FOR AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS!**

**FOR BRENTWOOD COMMON HOMEOWNERS ASSOCIATION**

**NAME:**

**ADDRESS:**

**YES (I Agree With The Amendments)**

**NO (I Disagree With The Amendments)**

**SIGNATURE**

*[Handwritten Signature]*

*[Handwritten Checkmark]*

*Return to:*  
*Rosemary B. Hansen*  
*100 N.E. Loop 410, Ste 710*  
*San Antonio, TX*  
*78216*

BC.AM

VOL 5993 PG 0878

Deputy - Catherine Revilla  
 Doc/Num : 94-0043790  
 Doc/Type :  
 Recordings : 123.00  
 Receipt #: 26600  
 At 2:10pm  
 On May 09 1994  
 ROBERT D. GREEN/COUNTY CLERK  
 BEJAR COUNTY, TX  
 Filed for Record in

ANY PROVISION HEREIN WHICH ATTEMPTS THE SALE, RENTAL, OR USE  
 OF THE DESCRIBED REAL PROPERTY BECAUSE OF RACE IS INVALID AND  
 UNENFORCEABLE UNDER FEDERAL LAW.  
 STATE OF TEXAS, COUNTY OF BEJAR  
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN FILE  
 NUMBER SEQUENCE ON THE DATE AND AT THE TIME STAMPED  
 HEREON BY ME AND WAS ONLY RECORDED IN THE OFFICIAL PUBLIC  
 RECORDS OF REAL PROPERTY OF BEJAR COUNTY, TEXAS ON:



MAR 11 1994

*Robert D. Green*  
 COUNTY CLERK BEJAR CO.

W05993 P00879