

## RULES AND REGULATIONS FOR THE RETREAT AT GLEN HEATHER HOA

These Rules and Regulations are adopted by the Board of Directors of The Retreat at Glen Heather HOA, Inc. (HOA) on the 15th day of October, 1997 pursuant to the Second Amendment to the Declaration and the Bylaws which state that the Board of Directors shall have the power to make, publish and enforce reasonable Rules and Regulations. These Rules were compiled from: 1. The Declarations governing the HOA; 2. The Bylaws governing the HOA; 3. Existing Rules; and 4. Rules that have arisen out of experience and necessity.

### I. DEFINITIONS -

A. Lot: Shall mean an individually owned tract of land within the Retreat At Glen Heather PUD, and shall also refer to any building or other structures contained thereon.

B. Townhome: Shall mean the building structure located on any Lot.

C. Common Areas: Shall refer to the property owned by the HOA which includes the front 4 feet of all lots, the grassy areas not contained within the lots, the recreation areas, the streets, the medians, the public parking areas and all improvements and structures thereon.

D. Areas under the care of the HOA: Shall refer to grass, shrubs, trees, and water distribution system on the Lots as well as fences and gates (on the lots) that face Scots Glen, McGreagor Way, Glen Heather, Black Thorn or any common areas.

E. The Second Amendment to the Declaration: Shall refer to the legal document filed in Volume 5208, Page 0001 - 0024 of the Bexar County Records.

F. The Partial Amendment to the Second Amendment to the Declaration: Shall refer to the legal document filed in Volume 5992, Pages 1599 - 1602 of the Bexar County records.

G. The Bylaws: Shall refer to the currently adopted Bylaws of the HOA. These are currently the "Amended Bylaws of the (HOA)" and the 1994 additions and corrections thereto.

### II. GENERAL -

A. RULES NOT INCLUSIVE - The publication and adoption of these Rules does not in any way excuse any Owner or resident from complying with any other portion or Rule contained in the Declaration or Bylaws that are not contained herein. The following are general Rules. Rules of a more limited application (such as digging water wells) were not included in these General Rules.

B. NOTICE AND REQUESTS FOR PERMISSION - If any Rule requires an Owner to obtain permission from the HOA, such request will be made to the Board of Directors of the HOA, in writing to the Manager. The current Manager is listed at the end of these Rules. Any item that requires permission from the HOA must be submitted by the Owner of record, or his representative property manager if a copy of the management agreement is on file with the HOA, or by a person or entity holding a power of attorney allowing them to act on behalf of the owner for that purpose.

C. DETERMINATION OF NUISANCES AND ANNOYANCES - Wherever these rules refer to nuisances, noxious activities and /or annoyances, it shall be the sole and exclusive discretion of the Board of the HOA to determine what constitutes an annoyance or nuisance (Declaration, Article IX. Section 14.). In determining whether an annoyance, noxious activity or nuisance has occurred, the Board shall consider whether the act would be a nuisance or annoyance to a resident of ordinary sensibilities or which might be calculated to reduce the desirability of the property as a whole, or any individual Townhome, even though such activity may be in the nature of a hobby. Activities carried on for profit are not allowed.

D. COMPLAINTS OF VIOLATIONS OF RULES - All complaints of Rules violations must be in writing, and signed by the complaining party. This Rule does not apply to currently active Board members or the Management Company. The "offending party" will not be made aware of the person making the complaint. This Rule is to conform with "due process" rules that apply to HOAs since the Texas Supreme Court stated that HOAs are "quasi governmental entities".

E. LIABILITY - The HOA is not responsible for injury to any person or property, on the common areas.

F. COPIES - A copy of the Declaration, Bylaws and Articles of Incorporation may be obtained by sending a \$50 check payable to the Manager. Copies will be mailed within 2 weeks of receiving the request. Copies may also be obtained by coming to the office of the Manager, between 9 AM and 2 PM on working days (weekdays exclusive of holidays and days closed as stated on the answering machine of the Manager) where they may be copied by the Owner for \$.20 per page payable at the time the copies are made. Additional Copies of these Rules may be purchased for \$3.00 with a self addressed, stamped envelope addressed to the person to receive the Rules. No Rules will be mailed without payment. No Rules or other legal documents will be faxed.

G. NOTICE - These Rules will be hand delivered or mailed to each Owner by U.S. mail using a proof of mailing certificate stamped by the Post Office. Such proof shall be kept in the Owners file and the Rules shall be deemed delivered based upon the mailing certificate. Owners claiming that they did not receive the Rules will have to purchase an additional copy. IT IS THE DUTY OF THE OWNER TO SEE THAT EVERY TENANT RECEIVES A COPY OF THESE RULES. OWNERS OF TOWNHOMES AND TENANTS WILL BE RESPONSIBLE FOR VIOLATIONS EVEN IF THE TENANT HAS NOT RECEIVED THE RULES!

## II. USE AND APPEARANCE OF TOWNHOMES AND LOTS (AND COMMON AREA)

A. RESIDENTIAL USE - The Townhomes may only be used for residential use and occupation of the Townhomes shall be limited to two occupants per bedroom. Townhomes may not be divided and used as more than one rental unit, or for the use of the owner and a tenant. This does not preclude the use of a portion of any Townhome as a "mother -in-law" or maid type suite.

B. USE FOR BUSINESS PURPOSES - No Townhome or lot shall be used for commercial, business, trade or professional uses, either apart or in conjunction with the use of the Townhome as a residence. This does not exclude the use of a portion of the Townhome for a personal office or library for the home use of the occupant, provided that no clients, salespersons or other business associates visit or use the office/library. No signs shall be placed on the property advertizing any business including professional shingles.

C. NUISANCES AND ANNOYANCES - No noxious or offensive or annoying activity shall be carried on upon any Lot, Townhome or the Common Areas, nor shall anything be done which may be or may become an annoyance or nuisance to the other residents. The Board has determined the following to be nuisances, annoyances and /or noxious activities (this list is not intended to be inclusive of all nuisances or noxious activities. Any activity covered by this section or any Rule will be acted on a case by case basis):

1. Barbecuing within 10 feet of any townhome or under any overhang;
2. Barbecuing in front of any Unit;
3. Any waste disposal not in accordance with Section D. below;
4. Any violation of the pet Rules as set forth in Section H. below;
5. Repair work, dismantling of assembling of motor vehicles or other machinery or equipment on any lot except within the enclosed garage area ;
6. Parking any boat, trailers, commercial vehicle or inoperable vehicles, including vehicles with expired plates and inspection stickers on the lots for more than 24 hours;
7. Placing or

storing any vehicle or any other items on any grassy or landscaped area under the care of the HOA ; 8. Blocking ingress or egress from or to any lot or any common area; 9. Leaving toys, bikes, trikes, etc. in the driveways, walks, lawns, or common area when not in use. No bikes, trikes or nay motor vehicle may be operated or moved over any area of the lot or common area that is landscaped. 10. Maintenance of back yards (enclosed areas on the lot) that are kept in a manner as to constitute an annoyance or nuisance. This includes uncut lawns that exceed 12 inches of growth; and

11. Any violation of any Section of these Rules which creates a nuisance, annoyance or constitutes a noxious activity.

D. GARBAGE DISPOSAL - No lot shall be use as a dumping ground for rubbish, or a storage place or rubbish. Trash, garbage or other waste containers must be screened from view to conceal them from public view. This means that waste containers must be kept in the garage or in the back yards. No containers may be kept behind any landscaping in front of a townhome as this interferes with the HOA's ability to maintain the front yards. No trash, garbage or waste may be maintained in any way as to create an odor that would be noxious to any other resident.

Current garbage collection days are Tuesday and Friday. Should these dates change, these Rules will apply to the scheduled pick up dates. No garbage may be placed out for collection before 6 AM on the day of pickup. All waste disposal containers must be brought in from public view by midnight on the day of pickup. If a resident is not able to do this, they must make arrangements for someone else to set out garbage and put the containers away. Any trash container found on the common property (streets) after the stated hours may be removed and discarded as abandoned garbage.

All containers must be sanitary, clean and in good condition. Only garbage containers with covered tops and sealed bags may be used to put garbage out for collection.

The trash container at the pool is not to be used for garbage or trash from a Townhome, including junk mail, envelopes, etc. from the mail boxes.

E. TEMPORARY STRUCTURES - No structures of a temporary nature, no trailers, no basement, no shack, no barn, no servants quarters or other out building or structure may be maintained anywhere on any lot either temporarily or permanently.

F. SIGNS - No advertizement, poster, or sign of any kind may be displayed on any lot or structure except one sign of not more than five feet square advertizing the merits of any Townhome for sale or lease. The sign must have a number to call for information and the Townhome must actually be for sale or lease. Permanent signs just to invite inquiries when the Townhome is not actually for sale or lease are not allowed. No signs of any kind may be placed on the common areas without written approval of the HOA.

G. ANIMALS - No animals, livestock or poultry of any kind shall be kept or raised or bred on any lot except that two (2) pets (cats, dogs or other traditional household pets) may be kept provided they are not kept, bred or raised for commercial use and that they do not become a nuisance. This Rule does not limit the number of fish kept in proper aquariums within a Townhome.

All pets must be on a leash when not on the lot occupied by said pet's owner. All pet refuse on the common areas and on the front lawns of the lots must be immediately picked up and disposed of by the pet's owner. Pet refuse in the common areas or on the front lawns cause a sanitation problem, odor and interfere with the HOA's ability to maintain the lawns and common areas. Pet refuse in the enclosed areas of the Lots must be maintained in such a way that it does not become a nuisance to any other resident.

All pets must be current on their rabies vaccinations where applicable.

No resident or visitor may maintain a pet on any lot that makes excessive noise as to disturb the other residents or maintain a pet on any lot that makes any noise after 10 PM that disturbs the other residents.

H. FENCES - Other than to make repairs to restore existing fences, no fence shall be moved, painted or altered without written permission of the HOA. No new fence construction may be done without written permission of the HOA.

Damage (other than normal wear and tear) to any fence or gate that is under the care of the HOA will be charged to the Owner of the lot on which the fence is located.

Gates must be kept closed at all times when not in use. Gates under the care of the HOA should not be slammed or treated in such a way as to damage them or cause premature wear and tear. No one shall climb on any gate or fence under the care of the HOA.

All fences that are not under the care of the HOA are the sole responsibility of the Owner(s) of the lot(s) on which they are located. Article VII. of the Second Amendment to the Declaration sets forth the rights and procedures for resolving disputes between Owners as to common fences.

I. OUTSIDE ANTENNAS - No exterior antennas of any sort may be placed on any lot of Townhome. Dishes 18 inches or less in diameter are permitted, subject to the approval of the HOA. Permission may be obtained by submitting a request, in writing, to the HOA together with a drawing of how and where the dish will be located.

J. UNSIGHTLY OBJECTS, ETC. - Each Lot and Townhouse shall be kept clean and in good condition and repair, including the windows, doors, garage doors. The following shall not be permitted:

1. Garments, rugs, laundry, and any other unsightly object may not be placed outside, or extended from any townhome;
2. Window coverings are limited to blinds, drapes and other generally accepted window coverings. No towels, sheets, paper, foil (or other reflective materials), or other such material may be used as window coverings. No awnings may be placed on the exterior of the Townhomes without written permission of the HOA;
3. Broken windows must be immediately fixed. Damaged doors and garage doors that sag or are broken or unsightly must be repaired or replaced immediately;
4. No alterations, modifications additions or improvements shall be made without prior written consent of the HOA. Requests must be in writing and accompanied by drawings as to how and where such changes are to be made. The word improvement does not refer to the repair of any damaged portion of the existing structure or any painting (provided the same colors are used) or any roof repair (provided the same tile shape, size and color is used) Please refer to Article V of the Second Amendment to the Declaration for the Rules for Architectural Control; and
5. No unsightly objects which might reasonably be considered to be an annoyance or nuisance to residents shall be placed or allowed to remain on any lot, porch, balcony or attached to any structure on the lot.

K. LEASING RESTRICTIONS -

1. No lease shall be for less than 30 days. All leases or rental agreements must be in writing and specifically subject to the Rules, Declaration and Bylaws. The names of all tenants and residents of the Townhome must be furnished to the Association. No tenant or resident of any Townhome that is not occupied by the owner of record will be allowed the use of the common facilities until this information has been furnished to the HOA. In order for the HOA to determine that this Rule has been complied with, a copy of the lease or the portions that contain the name of the lessee, the term of the lease and that the lease is subject to these rules, must be furnished to the Association.

2. Please note that the Declaration allows the owner to delegate the

VOL 8383 PG 161

use of the common facilities to any tenant or resident of his Townhome. However, if an owner does not live in the Townhome and has delegated the right to the use of the common facilities to the tenant or resident, said owner has given up his right, by delegation, to personal use of the facilities. In other words, an owner may not have double use of the facilities, use by the owner and use by the Tenant. Whether the facilities use is delegated to the tenant is a decision between the Owner and the tenant. However, unless advised otherwise by the owner, the HOA will consider the rights delegated to the tenant.

3. Complaints concerning property maintenance, requests for keys, or other Association matters must be addressed to the HOA by the owner or his legal representative as described in Section II.B. above. Such complaints and request by tenants or non-owner residents will not be accepted unless the complaint concerns an immediate threat to the common property or property under the care of the HOA. For example, tenants may call to report broken sprinkler heads, water leaks, fires, etc.

4. THE LAST PAGE OF THESE RULES IS A STATEMENT TO BE SIGNED BY THE LESSEE STATING THAT THE RULES HAVE BEEN RECEIVED BY THE LESSEE. THIS IS FOR THE OWNERS PROTECTION. IF THIS SIGNED STATEMENT IS ON FILE WITH THE ASSOCIATION, IT IS PROOF THAT THE HOMEOWNERS ADVISED THE LESSEE OF THE RULES FOR THE OWNERS OWN PROTECTION. PLEASE HAVE THE LESSEE SIGN AND THEN SEND THE SIGNED STATEMENT TO THE MANAGER.

5. No Lessee or resident or guest of any Townhome may use the common areas unless all fees due from the Owner or fines to the residents are paid in full.

L. LANDSCAPING, ETC. - No landscaping may be done on the areas under the care of the HOA without prior written approval of the Board. Any area where plants or flowers have been planted by any party other than the HOA will not be cared for under the common lawn maintenance. The HOA is responsible for trees, shrubs, grass and the water distribution system and any flowering plants planted by the HOA. The HOA is not responsible for dirt replacement, leveling of lawns, drainage problems, walks, driveways, etc. on the Lots.

The HOA has no on sight maintenance man or on site Manager. It is the duty of each owner to report non-functioning or broken sprinklers and other problems on the lots and common areas. Sprinkler repairs will be made on a monthly basis. The HOA cannot afford to call out a sprinkler system to fix sprinklers one at a time unless it an extreme situation.

#### M. MORTGAGES AND INSURANCE -

1. Any Owner who mortgages his lot must provide the HOA with the name, address of any such mortgagor. This is mandatory under the Declaration.

2. All Owners must maintain fire and extended insurance coverage on their Townhome for full replacement value. Proof of current insurance must be given to the HOA by Certificate from the insurer and must state that no cancellation or alterations may be made without 30 days notice to the HOA. Warning - these are townhomes, not condominiums. A Texas Condominium Policy does not cover the exterior of your unit. Make sure you have the proper coverage. Refer to Article IV. Section 9. of the Second Amended declaration for additional insurance requirements. Note that the HOA may purchase insurance on your Townhome if the required proof is not received and charge you for the costs, even if you have insurance.

#### IV. COMMON AREA RULES

A. GENERAL - Any Rules set forth in Sections I - III above that relate to the common areas are adopted in this Section. Any and all Rules set forth in the Declaration, Bylaws and Amendments thereto that are not listed in this document are incorporated herein.

#### B. USE OF COMMON AREAS -

Vol 8383 Pg 1162

1. STORAGE - Nothing may be stored on the common areas for any reason or for any amount of time.

2. SIGNS - No signs may be placed on the common areas without written permission of the HOA.

3. LANDSCAPING - No landscaping may be done on the common areas without prior written permission of the HOA.

4. NUISANCES AND ANNOYANCES - No activities that may be an annoyance or a nuisance may be conducted on the common properties. This includes, but is not limited to violations of the following:

a. Pet refuse on the common areas shall be immediately removed; b. Nothing shall be done to obstruct any common area; c. No repair work, dismantling of assembling of motor vehicles or other machinery or equipment shall be allowed on any common area; d. The trash receptacles at the Recreation area are not to be used for mail trash or personal household trash of any resident; e. Nothing may be done by anyone on the common areas or lots that affects the insurability of the property or the insurance rates of the HOA; f. No basketball hoops may be kept in the common areas. Skateboards and roller skates/blades are not allowed on the common areas, including the streets; and g. All children under the age of 12 must be supervised by a responsible adult over the age of 18 on the common areas. (Separate Pool and Recreation Rules apply).

5. PARKING, VEHICLES, ETC. - a. Parking any boat, trailers, commercial vehicle or inoperable vehicles, including vehicles with expired plates and inspection stickers on the common property is strictly forbidden; b. Vehicles owned by residents of the Townhomes may never be parked in the public parking spaces at any time. This does not refer to the parking at the Recreation Area. All Owners, guests and residents may park in these spaces while they are collecting their mail or using the facilities; c. Parking in the public parking spaces is limited to guests and invitees of the residents of the townhomes and is limited to a 48 hour period; d. Parking on the streets is permitted to the extent that ingress or egress to or from any lot or common areas is not affected, no parking exceeds a 24 hour period, no parking impedes the flow of traffic on the common streets (parking on both sides of the street in the same area is not allowed), and no parking limits visual access to any signs on the property placed by the HOA. No parking along the medians is allowed at any time or for any reason except by the lawn maintenance crew; e. Parking on any grassy areas, including the lots, is forbidden; f. Where allowed by law, vehicles in violation of these Rules will be towed, without notice, at the owner's expense; g. No dune buggies, golf carts, unlicensed motor vehicles, three wheel vehicles shall be operated on the common streets. Motorcycles are for transportation to and from the lots only. The common streets shall not be used for pleasure riding. Loud vehicles, racing and/or reckless operation of any vehicle is not permitted on the common streets or lots; and h. The speed limit on all common streets is limited to 20 MPH.

6. MAIL AREA - Keys for the mail boxes are the sole responsibility of the Owner. If a key is lost, the owner must use a locksmith and arrange with the postman to change the lock.

#### V. RECREATION AREA AND FACILITIES RULES -

A. GENERAL - The Recreation Area includes the pool, spa, cabana area, sports court, open area to the west of the sports court, barbecue area, rest rooms and all grassy and landscaped areas enclosed by the Recreation Area fence.

1. All guests who are not temporarily residing at a Townhome (guests staying at a Townhome for vacation) must be accompanied by their Glen Heather host. The number of guests is limited to four (4) per Townhome at

VOL 8383 PG 1153

any one time unless other arrangements are made with the HOA.

2. The gates will be locked at all times. The keys may not be duplicated. Lost keys may be replaced by purchasing a new key from the Manager for \$10. Keys are not to be given to anyone but current residents of the Townhomes that have the authority to use the pool and Recreation facilities. NO ONE WILL BE ALLOWED TO ENTER OR REMAIN IN THE POOL OR RECREATION AREA UNLESS THEY HAVE THEIR POOL KEY, AS PROVIDED BY THE HOA, WITH THEM. THE KEY IS IN LIEU OF PASSES. ANYONE WHO DOES NOT PRODUCE A KEY FOR DISPLAY WHEN ASKED BY A PERSON WITH A KEY MAY BE ASKED TO LEAVE AND IF THEY REFUSE, THE POLICE MAY BE CALLED AND TRESPASSING CHARGES PRESSED.

3. Children under the age of 16 must be accompanied by a responsible adult over the age of 18 in accordance with state law. This includes all areas of the Recreation Area as the pool is not fenced off from the remainder of the facilities.

4. Climbing on or over any fence will be grounds for immediate expulsion and suspension of Recreational Area privileges.

5. Only owners and tenants of owners who are in good standing with the Association may use the Recreation Area.

6. No glass containers are allowed within the Recreation Area fence.

7. Trash, including cigarette ashes and butts must be placed in proper disposal receptacles. Smoking is not allowed in any area where it is offensive to others at the pool or Recreation Area.

8. No soiled or dirty diapers can be placed in Recreation Area or pool trash receptacles.

9. Animals are not allowed in the Recreation Area at any time or for any reason unless the animal is a properly trained seeing eye dog or guide dog for the deaf.

10. Where a deposit is required to reserve a facility, the deposit check is the reservation. No reservation is final until the deposit check is received. If two or more owners wish to reserve the same facility for the same date, the first deposit check received by the Manager, at the Manager's office, will determine who gets the reservation.

11. No bikes, trikes, riding toys, skates, roller blades, skateboards, etc. are allowed in any area of the Recreation Area.

12. THE HOA HAS CONSTRUCTED A BARBECUE AREA TO THE WEST OF THE SPORTS COURT. IT IS A CONCRETE PAD FOR YOUR OWN GRILL AND A PICNIC TABLE. No charcoal or ashes may be disposed of at the Recreation Area. All trash must be removed from the Recreation Area and disposed of at the Townhome of the user.

13. ALL RECREATIONAL FACILITIES ARE USED BY OWNERS, TENANTS GUESTS, ETC. AT THEIR OWN RISK.

B. POOL -

1. Any Rules contained under Section V.A. above also apply to the pool and are incorporated herein by reference.

2. Hours: Sunday - Thursday 8 AM to 10 PM  
Friday - Saturday 8 AM to 12 PM

Normal swimming season: April 1 - October 31 Pool chemicals may not be adequate for swimming at other times.

The Spa will be closed from November 1 to March 31.

3. No rough or boisterous play, running, intentional splashing or wrestling is allowed. No water guns are allowed. Everyone is expected to behave in such a manner as not to intrude upon the pleasure of others.

4. Persons having open skin abrasions, blisters, bleeding cuts, infectious skin diseases, nasal or ear discharge or any disease communicable by air or water are allowed in the pool.

5. Floats are only allowed in the pool if they do not interfere with the normal swimming activity of others. No balls, toys, frisbees, etc. are

VOL 8383 PG 1164

allowed in the pool or pool area. No floats are allowed in the spa.

6. Proper swim attire is required. No cut offs are allowed. No nude swimming or sun bathing is allowed.

7. Food and drinks are not allowed within 5 feet of the pool or spa.

8. Children who are not toilet trained must wear a diaper in the pool that will prevent refuse from getting into the pool.

9. All swimming is at the risk of the swimmer - no lifeguards are on duty. No one may swim alone.

C. SPORTS COURT RULES - Any Rules contained under Section V.A. above also apply to the Sports Court and are incorporated herein by reference. 1. Players must wear shoes that are designed for use on courts. Heeled shoes are prohibited.

2. If a person entitled to the use of the facilities wishes to hold any activity on the Sports Court with more than four guests for each Townhome where a resident is present, arrangements must be made with the HOA and a deposit of \$25 made in advance. The deposit will be returned if there is no damage and the area is left clean and free of trash. All trash must be removed from the Recreation Area and disposed of at the Townhome of the reserving party. Any damages exceeding \$25 will be charged to the reserving party.

D. CABANA RULES - Any Rules contained under Section V.A. above also apply to the Cabana and are incorporated herein by reference.

1. The Cabana area may be reserved by any person entitled to the use of the Recreational Facilities under these Rules and Regulations. Reservation of the Cabana does not include exclusive use of the pool. Parties of more than 25 may not use the pool as it would interfere with the use of the pool by other residents. Under no circumstances may other residents entitled to use the pool be excluded from the pool during a private party.

2. All food must be prepared at home or at the barbecue area provided in the Recreation Area to the west of the sports court. If used, the Rules for barbecue area under V. A. above must be followed.

3. The area must be left clean, furniture returned to its original position, the reserving party must furnish all toilet paper and paper towels for the rest rooms, the rest rooms must be left clean and free of trash, and all trash must be removed from the Recreation Area and disposed of at the users Townhome. To insure these requirements, a reservation deposit of \$25 must be given to the HOA in advance. The deposit will be returned if all requirements are met. Any damages or costs in excess of \$25 will be charged to the reserving parties.

4. The Cabana may not be reserved for the use of any group, party or organization unless the reserving party will be present.

5. The use of the Cabana for parties for children under the age of 18 will require adult supervision at all times.

6. All parties shall be conducted in such a manner as to not disturb the residents of the HOA or the Enclave. All parties from Sunday to Thursday must end by 9:30 PM and parties on Friday or Saturday must end by 11:30 PM to allow for clean up by pool closing time. Owners should always remember the San Antonio noise ordinances.

## VI. ASSESSMENTS, ETC.

A. APPLICATION OF PAYMENTS - All assessments shall be applied to the oldest balance on any account in the following order:

1. unpaid fines 30 days overdue; 2. expenses for damages assessed to an individual owner 30 days overdue; 3. late fees; 4. collection fees; 5. lien fees; 6. attorney fees; 7. special assessments (if any) and then to 8. regular assessments.

B. COLLECTIONS -

VOL 8383 PG 1165



1. Assessments are considered due on the first day of the month.
2. In any month where there is any balance on the account as of the 16th of the month, a late fee of \$10 will be assessed.
3. Assessments must be received in the offices of CAMC by 5 PM on the 15th of the month (or the next working day following the 15th) or placed in the HOA mail slot at the Recreation Area by 5 PM on the 15th of the month. Payments received after such dates will be assessed a late fee. Payments postmarked on the 15th or later will be deemed late.
3. When an account is overdue one month, (due is defined in VI.B.1. above) in any amount, a notice shall be sent. When an account remains in arrears in any amount for two or more months, a letter shall be sent pursuant to a certification of mailing as proof the notice was sent and an additional \$10 collection fee will be added. When an account is overdue in an amount equal to or more than three months assessments, a certified letter shall be sent and a lien filed. A fee of \$15 will be added for certified mail collection fee and a \$100 lien fee will be added. When an account is overdue in an amount equal to or greater than four months assessments, the matter will be referred to the Board and the Board may determine to foreclose on the Unit. Any attorney fees will be added to the Owners account.
4. All other Rules relating to assessments are contained in the Second Amendment to the Declaration and the Partial Amendment to the Second Declaration.
5. The above Rules do not apply if the Owner has contacted the HOA and made arrangements to pay according to a payment schedule satisfactory to the Board of the HOA.

#### VII. ENFORCEMENT AND PENALTIES -

As to Sections I - V above, the following enforcement procedures and penalties shall apply:

A. WARNING- When a proper notice of a violation is received by the HOA, a warning letter shall be sent to the resident of the subject Townhome and a copy to the Owner if different (offending party). The warning shall state the offense and advise the offending party that they have a right to an appeal hearing to dispute the violation. The hearing may be in writing, postmarked to the HOA no later than 30 days after the date of the notice and the HOA will respond within 30 days of receipt. If the offending party wins the appeal, it will be as if no notice was ever sent. An offending party may request a personal hearing before the Board if such request is made in writing to the HOA within 30 days of the date of the Notice. Said party will be notified of the date of the next Board Meeting (if there is at least seven days notice before a meeting - if not, at the next meeting thereafter). If the offending party fails to appear at the hearing, the violation will be deemed correct. At a personal hearing, the offending party may ask to see the complaint but will not be told the name of the complainant. If the offending party wins the appeal, it will be as if no notice was ever sent.

B. SUBSEQUENT OFFENSES - When a proper notice of a new violation of the same Rule is received by the HOA, and it is against the same resident or Owner within a 12 month period, a letter assessing a fine of \$25 shall be sent to the resident of the subject Townhome and a copy to the Owner if different (offending party). The letter shall state the offense and advise the offending party that they have the same appeal and hearing rights as set forth in Section VII. A. above. The fine will be due and payable within 30 days of the notice or within 10 days after notice of the decision of an appeal. If a tenant fails to pay any fine on time, the Owner will be responsible for the fine. For any further violations of the same Rule within 12 months of the last notice, the fines shall increase by an

VOL 8383 Pg 1166

additional \$25 over the fine assessed for the previous violation ( 1st \$25, 2nd \$50, 3rd \$75, etc.)

C. CONTINUOUS VIOLATION - Any violation shall be considered a new violation if it is a continuous violation for every seven days the violation continues.

D. RULES NOT TOLLED DURING APPEAL PERIODS - The fact that an appeal is pending will not toll further violations for the same Rule to any party, including the party on appeal. If an offending party loses the appeal, he will be liable for all additional fines for violations of that Rule incurred during the Appeal period.

E. OTHER METHODS OF ENFORCEMENT - Nothing contained herein shall prevent the HOA from enforcing its Rules and Assessment procedures through judicial means.

VIII. SPECIAL NOTICE:

A. The effective date of these Rules shall be October 31, 1997.

B. These Rules may be Amended at any time by posting notice of the Amendment on the bulletin Board at the mail box area. Such posting shall constitute notice to all owners, residents and guests.

C. The current Manager of the HOA is Craft Association Management Corporation, 8026 Vantage #103B, San Antonio, Texas 78230 210-308-5538. Usual office hours are 9 AM to 4 PM weekdays exclusive of holidays. Changes will be noted on the answering machine at the above number. Emergency information is available on the answering machine.

C. There will be a \$35 transfer fee payable to the Manager on closing of any sale of any Townhome.

D. Additional copies of the Rules may be obtained by sending a self addressed stamped envelope and \$3.00 to the Manager.

Executed this 15th day of October, 1997

THE RETREAT AT GLEN HEATHER HOMEOWNERS ASSOCIATION, INC.

BY: \_\_\_\_\_

*D. E. Sanders*  
D. E. SANDERS, PRESIDENT

VOL 8383 PG 1167

\*\*\*\*\*

THE RETREAT AT GLEN HEATHER HOA

THE UNDERSIGNED LESSEE OF THE TOWNHOME LOCATED AT

HEREBY CERTIFIES THAT HE HAS RECEIVED A COPY OF THE RULES AND REGULATIONS GOVERNING THE HOA AND UNDERSTANDS THAT ALL OWNERS LESSEES, INVITEES, GUESTS AND OTHER RESIDENTS ARE SUBJECT TO THESE RULES, THE DECLARATIONS AND BYLAWS (AS AMENDED) AND THE ARTICLES OF INCORPORATION OF THE HOA.

LESSEE

LESSEE

DATE:

Return to the HOA.

CAMC

8026 VANTAGE #103B

SAN ANTONIO, TEXAS 78230

210-308-5538

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC

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 the 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:

Filed for Record in: BEXAR COUNTY, TX GERRY RICKHOFF, COUNTY CLERK

On Apr 17 2000 At 9:58am

APR 18 2000

Receipt #: 324577 Recording: 35.00 Doc/Mgmt: 6.00 Doc/Num: 2000-0062132 Deputy -Edward Lopez

11



Gerry Rickhoff COUNTY CLERK BEXAR COUNTY, TEXAS

VOL 8383 PG 1168