

15.00

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE RETREAT AT GLEN HEATHER

847765

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

We, the undersigned owners of Lots 2-27, inclusive, and Lots 80-89, inclusive, Block 1, New City Block 17187, The Retreat at Glen Heather Planned Unit Development located in the City of San Antonio, Bexar County, Texas, as described in plat recorded in Volume 9502, Pages 105 and 106 of the Deed and Plat Records of Bexar County, Texas, have adopted the following amendments to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Glen Heather (the "Declaration") recorded in Volume 3167, Page 163 of the Real Property Records of Bexar County, Texas.

Section 11 of Article IV of the aforementioned Declaration of Covenants, Conditions and Restrictions, is hereby amended to read as follows:

Section 11. Insurance.

(a) The Board of Directors of the Association shall obtain and continue in effect blanket property insurance to insure the buildings, structures and improvements in the Common Area and the Association against risks of loss or damage by fire and other hazards as covered under standard extended coverage provisions, and said insurance may include coverage against vandalism.

(b) The Board of Directors of the Association shall obtain comprehensive public liability insurance, in such limits as it shall deem desirable, insuring the Association, its Board of Directors, agents and employees, and each Owner, from and against liability in connection with the Common Area and the use thereof by the Owners and their families, invitees and employees.

10/17/84 170001 \$15.00 Y 1 150

VOL 3236 PAGE 1835

(c) Each Owner shall be responsible, at his own expense and cost, for obtaining fire and extended coverage insurance, in the amount of the full replacement value thereof, on his own townhome and the contents thereof, garage or parking space, if any, including decorations, appliances, equipment, furnishings and personal property, and his personal property stored elsewhere on the Properties; and for his personal liability not covered by liability insurance for all Owners obtained as part of the Common Expense. Each Owner shall provide proof of coverage, by way of certificate of coverage to the Board of Directors' complete satisfaction. Such certificate of coverage shall provide that the policy of insurance will not be cancelled, altered or materially changed without thirty (30) days prior written notice to the Association.

In the event of damage or destruction by fire or other casualty to any townhome or other property covered by insurance written in the name of an individual Owner, said Owner shall, upon receipt of the insurance proceeds, contract to repair or rebuild such damage or destroyed portions of such townhome or other property in a good and workmanlike manner and in conformance with the original plans and specifications thereof. If, for any reason whatsoever, such Owner should refuse or fail to so repair and rebuild any and all damage to such townhome or other property within thirty (30) days after the occurrence of the casualty event, regardless of whether or not the insurance proceeds are sufficient to pay all costs of repair and restoration, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such townhome or other property in a good and workmanlike manner, in conformance with the original plans and specifications and may use any or all of the insurance proceeds for such purpose. In the event the insurance proceeds available to the Board of Directors are insufficient to complete such restoration, the Owner shall then promptly repay the Association the deficiency plus interest thereon at the default rate set forth in Section 9 of this Article IV and the Association shall have a lien against such Owner's Lot securing the payment of same identical to the lien provided herein for the payment of the general assessments and subject to the foreclosure procedures as herein provided. All insurance maintained by the Owner pursuant to the requirements of this Subsection (c) shall name the Association as an additional insured.

(d) In the event any Owner shall fail to maintain the insurance coverage required by the previous Subsection (c), the Board of Directors shall be authorized to, but shall not be required to, secure such insurance in behalf of such Owner and to levy a special assessment against such Owner for the cost of such insurance coverage. Such special assessment, if not paid within thirty (30) days after notice thereof to the Owner, shall automatically become a lien upon such Owner's Lot and shall

continue to be a lien until fully paid. Such lien shall be subordinate to the lien of any purchase money and/or improvement mortgages and shall be enforceable in the same manner as any lien created by failure to pay the general assessments.

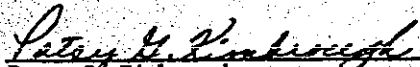
(e) All costs, charges and premiums for all insurance that the Board of Directors authorizes as provided herein, except on the individual townhomes, shall be a common expense of all Owners and be a part of the general assessment.

(f) Upon written request to the Association identifying the name and address of the holder, insurer or guarantor and the description of the subject Lot, each holder of a first mortgage, or governmental insurer or guarantor of such mortgage, shall be given timely written notice of any casualty loss (or loss by taking through eminent domain) of the Properties or the Lot covered by such mortgage. Similar notice, ten (10) days in advance, shall be given in the case of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The foregoing amendments have been unanimously passed and approved by the undersigned owners, such owners being all owners of lots subject to the terms and conditions of the Declaration at a meeting duly called and conducted for such purpose and in accordance with the requirements of Article XII, Section 4. Also in accordance with said Section 4 of Article XII, this Amendment is approved by the holders of mortgages covering lots which have at least 51% of the votes of the lots subject to mortgages.

Signed as of the 12th day of October, 1984.

SIGNED BY OWNER OF LOT 15


Fatsy G. Kimbrough

SIGNED BY OWNER OF LOT 22


James F. Wheeler

SIGNED BY OWNER OF LOT 60


Glenda Joyce Square

Vol 9 236 Nov 1 8 97

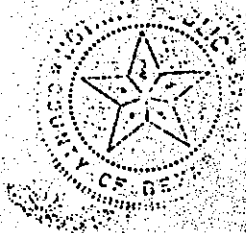
SIGNED BY OWNER OF LOTS 2-14,
16-21, 23-27 AND 81-89

BABCOCK NORTH DEVELOPMENT
CORPORATION

By: *Robert E. Watts, Jr.*
Robert E. Watts, Jr.
President

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 5th day of
October, 1984 by Patsy G. Kimbrough.

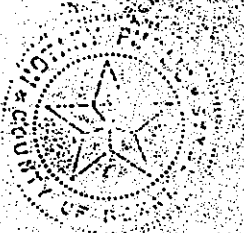


Nancy L. Watts
Notary Public in and for the
State of Texas

My commission expires; 1-20-87

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 12th day of
October, 1984 by James F. Wheeler.



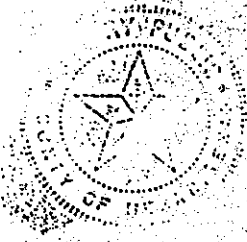
Nancy L. Watts
Notary Public in and for the
State of Texas

My commission expires; 1-20-87

W089 236 (MS) 1838

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 5th day of October, 1984 by Glenda Joyce Square.



Stanley S. Watts
Notary Public and for the
State of Texas

My commission expires; 1-20-87

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 5th day of October, 1984 by Robert E. Watts, Jr., President of Babcock North Development Corporation, a Texas corporation, on behalf of said corporation.



Stanley S. Watts
Notary Public and for the
State of Texas

My commission expires; 1-20-87

15MTSv

WES 236 NOV 18 1984

MORTGAGEE'S CONSENT

STATE OF TEXAS §
§
COUNTY OF BEXAR §

Allied American Bank, being the owner and holder of an existing mortgage lien upon and against the land and property described as follows:

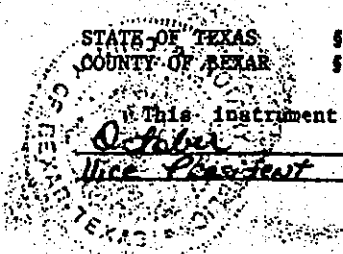
Lots 2,3,12,13,86,87,88 and 89 Block 1, New City Block 17187, The Retreat at Glen Heather PUD located in the City of San Antonio, Bexar County, Texas as described in plat recorded in Volume 9502, Pages 105 and 106 of the Deed and Plat Records of Bexar County, Texas,

said property being the same property described in and subject to the Declaration of Covenants, Conditions and Restrictions for The Retreat at Glen Heather, does hereby consent to the attached First Amendment to Declaration of Covenants, Conditions and Restrictions for The Retreat at Glen Heather, said Declaration and Bylaws and to the recording of same in the Official Public Records of Real Property of Bexar County, Texas.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned.

Signed and attested by the undersigned officer of said Allied American Bank this 11th day of October, 1984.

Berlin J. Teague



This instrument was acknowledged before me on the 11th day of October, 1984 by Robbi J. Teague, as Vice President of Allied American Bank.

Virginia V. Silva
Notary Public in and for the State of Texas

VIRGINIA V. SILVA
Notary Public, Bexar County, Texas

9843 236 MAR 18 40

Return to!
MARSHALL J. STAVES, JR.
MATTHEWS & BRAUSCOMB
106 S. ST. MARY'S ST.
SAN ANTONIO, TX. 78205

MORTGAGEE'S CONSENT

STATE OF TEXAS §
COUNTY OF BEXAR §

Northside Bank, being the owner and holder of an existing mortgage lien upon and against the land and property described as follows:

Lots 8, 9, and 18-27, Block 1, New City Block 17187, The Retreat at Glen Heather PUD located in the City of San Antonio, Bexar County, Texas as described in plat recorded in Volume 9502, Pages 105 and 106 of the Deed and Plat Records of Bexar County, Texas,

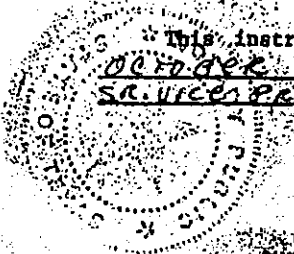
said property being the same property described in and subject to the Declaration of Covenants, Conditions and Restrictions for The Retreat, at Glen Heather, does hereby consent to the attached First Amendment to Declaration of Covenants, Conditions and Restrictions for The Retreat at Glen Heather, said Declaration and Bylaws and to the recording of same in the Official Public Records of Real Property of Bexar County, Texas.

This consent shall not be construed or operate as a release of said mortgage or liens owned and held by the undersigned.

Signed and attested by the undersigned officer of said Northside Bank this 15th day of OCTOBER, 1984.

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 15th day of OCTOBER, 1984 by JOE H. BIRY, as SR. VICE PRES of NORTHSIDE BANK.



Gwen Strader
Notary Public and for the State of Texas

GWEN STRADER
Notary Public, State Of Texas.
My Commission Expires 8/19/88

5111234 33070V
VSS 236 Aug 18 41

FILED IN CLERK'S OFFICE

FILED IN CLERK'S OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.

1984 OCT 16 PM 3 13



OCT 17 1984

COUNTY CLERK BEXAR COUNTY TEXAS

STATE OF TEXAS
COUNTY OF BEXAR
I hereby certify that the foregoing was filed in the
County Clerk's Office at the City of San Antonio, Texas
on the 16th day of October, 1984, in the Public Record
Book No. 1, Page No. 1000.

VOL 3236 PAGE 1842

CLERK OF BEXAR

CLERK OF BEXAR

RECORDED