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THIS AGREEMENT IS SUBJECT TO ARBITRATION
AS PROVIDED BY ARTICLE VII HEREOF

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

STATE OF TEXAS

COUNTY OF BEXAR

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made on the date hereinafter set forth by THE RETREAT AT GLEN HEATHER HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, acting herein by and through duly authorized officer, herein after referred to as "President":

WITNESSETH:

WHEREAS, it is deemed to be in the best interests of any persons who may purchase Lots within the "Properties" described herein that there be established and maintained a uniform plan for the improvement and development of the said Properties as a highly restricted and modern townhome subdivision of the highest quality.

NOW THEREFORE, it is hereby declared that all of the Properties described in Article I, Section 3, below shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Properties and be binding upon all parties having any right, title or interest in the Properties, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to THE RETREAT AT GLEN HEATHER HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described as Lots 1-27 inclusive, Lots 80-89 inclusive, Lot 137, Lot 215, Block 1, New City Block 17187, THE RETREAT AT GLEN HEATHER P.U.D., City of San Antonio, Bexar County, Texas, according to the Plat recorded in Volume 9502, Pages 105 and 106, and in

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Volume 9521, Page 83, of the Deed and Plat records of Bexar County, Texas, and any replatting thereof. Other Lots shown and depicted on the Plat but not enumerated in the preceding sentence shall not be included in the Properties unless such Lots are annexed to the Properties pursuant to the provisions of Article XIII hereof.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area is Lots 1, 137 and 215 on the Plat, and the land described in Exhibit C attached hereto together with all improvements situated thereon, subject however, to the easements, limitations, restrictions, dedications, and reservations applicable thereto by virtue hereof and/or by virtue of the recorded subdivision map.

Section 5. "Lot" shall mean and refer to each of the individual tracts of land or resubdivision of same, into which the Properties, excepting the Common Area, shall be divided for the location of "townhomes" thereon for individual use and ownership, as shown on the Plat.

Section 6. "Declarant" shall mean and refer to BABCOCK NORTH DEVELOPMENT CORPORATION, its successors and assigns, if such successors and assigns should acquire more than one Lot from the Declarant for the purpose of development.

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

ARTICLE II

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association by and through its Board of Directors and appointed Rules and Security Committee to make, publish and enforce reasonable Rules and Regulations for the use of the Common Area and any facilities situated thereon, including right to limit the number of guests of Owners using any portion of the Common Area and any facilities located thereon;

(b) The right of the Association by and through its Board of Directors to suspend the voting rights and right to use of the facilities owned or operated by the Association by the Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published Rules and Regulations;

(c) The right of the Association to grant or dedicate any part of the Common Area to any public agency, authority, or utility for any service of the Properties or any part thereof;

(d) The right of the Association, in accordance with its Articles of Incorporation or By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property. The rights of any such mortgagee in such properties shall be subordinate to the rights of the Owners hereunder;

(e) The right of the Association by and through its Board of Directors to contract for exclusive services such as water, sanitary sewage and trash collection to each Lot; and,

(f) The right of the Association to charge reasonable fees for the use of any recreational facilities situated on the Common Area.

Section 2. Delegations of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on his Lot.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Members Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights Each member, if current on all assessments, shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they determine, but in no event shall there be more than one vote with respect to any Lot.

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

ARTICLE IV

COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant to agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments to be established and collected as herein provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be secured by a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. If an Owner conveys a Lot and assessments against the Lot are unpaid, the Owner shall pay the past due assessments out of the sale price of the Lot or the purchaser shall pay the assessments, in preference to any other charges against the property except:

1. assessments, liens and charges in favor of this state or a political subdivision of this state for taxes on the Lot that are due and unpaid; or

2. an obligation due under a validly recorded mortgage.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Owners of the Properties; the improvement, operation, administration, management, preservation and maintenance of the Common Area and any part thereof, the payment of all expenses and obligations lawfully incurred by the Association in connection with the Common Area or services for the Lots. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Area and to discharge property taxes due with respect to the Common Area and the improvements and facilities located thereon.

Section 3. Basis for Assessments.

(a) Residential Units. Each townhome which has been conveyed to an Owner shall be assessed at a uniform rate based upon the approximate number of square feet it contains.

(b) Amount of General Assessment. Each Owner shall pay, as Owner's allocatable share of the general assessment for all townhomes multiplied by a fraction having as its numerator the approximate total square footage of such Owner's townhome and as its denominator, the approximate total square footage of all completed townhomes situated on the Properties. The Properties contain the following units, having the approximate square footage and annual assessments as of May 1, 1988.

Unit	Approx. Sq. Ft.	Property	Annual Assessment	Amount if Paid Monthly
A	1195	6037 & 6043 Glen Heather, 9506 & 9512 Scots Glen	\$768.00	\$64.00
B	1317	6011, 6013, 6023, 6025, 6035 & 6044 Glen Heather; 6005 & 6007 MacGregor Way	\$852.00	\$71.00
C	1652	6007, 6027, 6031, & 6042 Glen Heather; 9508 Black Thorn	\$1068.00	\$89.00
D	1520	6009, 6015, 6021, 6029 & 6033 Glen Heather; 6003 & 6009 MacGregor Way	\$984.00	\$82.00
E	1610	6005, 6039 & 6041 Glen Heather; 9508 & 9510 Scots Glen; 9506 Black Thorn	\$1044.00	\$87.00
F	1808	6017, 6019, 6046 & 6048 Glen Heather; 9502 & 9504 Scots Glen	\$1176.00	\$98.00

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Section 4. Annual Assessment.

(a) The annual assessment may be increased each year not more than 10% (such percentage increase may be cumulative from year to year) above the previous assessment without a vote of the membership.

(b) The annual assessment may be increased by an amount in excess of 10% over the previous assessment upon sixty seven percent (67%) affirmative vote of the members entitled to vote.

(c) Upon annexation of additional Lots to the Properties as provided in Article XIII, annual assessments shall be adjusted in order to reflect the change in costs reasonably anticipated by the Board of Directors.

(d) The Board of Directors shall fix the annual assessments and send written notice of any change in annual assessments to every Owner at their last known address subject thereto at least thirty (30) days prior to the effective date of change. The due dates shall be January 1 of each year if paid annually or the first day of each month if paid monthly or as otherwise established by the Board of Directors. The Association shall, upon demand, furnish a certificate, signed by an officer of the Association, setting forth whether the assessments on a specified Lot have been paid. The holder of any validly recorded purchase money mortgage indebtedness on a Lot shall be furnished with notice of any delinquency in the payment of assessments relating to such Lot which remain unpaid for a period of sixty (60) days.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Association may levy a special assessment applicable only to that fiscal year. Special assessment shall mean any assessment over and above the annual assessment necessary for the preservation, management and operation of the Properties, including, but not limited to any construction, reconstruction, repair or replacement of a capital improvement, the purchase of any moveable or personal property for the common use of all the Owners, or for such other purpose or purposes as the Board of Directors may consider appropriate for the common benefit of all the Owners. No special assessment shall become effective until the same has received the affirmative vote of sixty seven percent (67%) of the Owners entitled to vote, at a regular or special meeting called for such purpose pursuant to the Bylaws. The pro-rata share of each Owner of any such special assessment shall be due and payable as provided in the resolution adopting or approving said special assessment.

Section 6. Notice and Quorum For Any Action Authorized Under Sections 4 and 5. Any action authorized under Section 4 or 5 shall be taken at a meeting called for that purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. If the proposed action is favored by sixty seven percent (67%) of the votes cast at such meeting, but such vote is less than the requisite majority of the members, then members who were not present in person or by proxy may give their assent in writing, provided same is obtained by the appropriate offices of the Association not later than 30 days from the date of such meeting.

Section 7. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid when due shall be delinquent. Any assessment not paid within fifteen (15) days after the due date shall bear a late charge of \$10 or such amount, as may within legal limits, be set by the Board of Directors. The Association by and through its Board of Directors may bring an action at law against the Owner personally obligated to pay delinquent assessments, or foreclose the lien against said Owner's

Lot. Such lien may be enforced by appropriate judicial proceedings or non-judicial foreclosure by the Association pursuant to Section 51.002 of the Texas Property Code, as amended, and shall additionally secure payment of any expenses incurred with its enforcement, including, but not limited to court costs, late charges and reasonable attorney's fees. Each Owner hereby grants to the Board of Directors a power of sale in connection with said lien and the authority to designate a trustee in writing from time to time, to post or cause to be posted the required notice, and to conduct the foreclosure sale in connection with said lien.

Further, each Owner hereby vests in the Association, acting through its Board of Directors, the right and power to bring all actions against an Owner personally for the collection of assessments as a debt without waiving or foreclosing the lien securing assessments. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of Lot or disagreement with decisions of the Association and/or its Board of Directors. No sale or transfer of any Lot shall release the Owner from liability for unpaid assessments.

Section 8. Subordination of the Lien to Mortgage. A lien securing payment of the assessments provided for herein shall be subordinate to the lien of any validly recorded purchase money mortgage indebtedness. Owners may create a second mortgage provided that any such second mortgage shall always be subordinate to all the terms, conditions, covenants, restrictions, obligations, lien for common expenses and other payments created by this Declaration.

Section 9. 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, their families, invitees and employees.

(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 damaged 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 thereby irrevocably authorized by such Owner to, but shall not be required 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 7 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 validly recorded purchase money mortgage indebtedness and shall be enforceable in the same manner as any lien created by failure to pay the general assessment.

(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 and the description of the subject Lot, each holder of a validly recorded purchase money mortgage indebtedness 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.

Section 10. Taxes. Each owner shall render for taxation his own Lot and improvements and property thereon, and shall at his own cost and expense pay all taxes, levied or assessed against or upon his Lot and improvements and property thereon. The Association shall render for taxation and, as part of the common expenses of all Owners, shall pay all taxes levied or assessed against or upon the Common Area and the improvements and property appertaining thereto.

Section 11. Utility Bills.

(a) Obligation of the Owners: Each Owner shall have his separate electric, gas, and water meter and shall directly pay at his own cost and expense, for all electricity, water, gas, sanitary sewer service, telephone service, cable television and other utilities used or consumed by him on his Lot.

(b) Obligation of The Association: The Association shall pay, as a common expense of all Owners, for all water, gas, electricity and other utilities used in connection with the enjoyment and operation of the Common Area or any part thereof.

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Section 12. Fidelity Bond. The Association shall maintain fidelity bond coverage for its officers, directors and volunteers. The total amount of such bond coverage shall be no less than the minimum required by the State Board of Insurance.

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

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made to any Lot (including landscaping and gardening of any portion of the Lot other than the fenced rear yard) until the plans and specifications showing the nature, kind, shape, heights, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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

ARTICLE VI

MAINTENANCE AND REPAIRS

Section 1. Definition. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder as follows: paint, repair, replace (but not in the event of fire or other casualty loss normally covered by insurance on the premises) and care for roofs, exterior building surfaces, fences, trees, shrubs, grass, walks, water distribution system owned by the Association. Such exterior maintenance shall not include: gutters, downspouts, fences on side or back of rear yard areas unless said fence adjoins a common area, glass surfaces, enclosed patio or rear yard areas, windows and doors and their fixtures of hardware, landscaping installed by Owner, exterior light fixtures operated from a townhome, and air conditioning equipment, circuit breakers and switch panels, sewer, gas, water and electric power service lines located inside the Lot line.

Section 2. Owner's Maintenance. Each Owner shall maintain and keep in repair the following equipment and lines located outside his townhome: air conditioning compressor and condenser, including pipes and electrical lines connecting same to the townhome, sanitary sewer line connecting the townhome to the sanitary sewer collection system, electric circuit breakers, any portion of water, natural gas and/or telephone service lines located on the Lot but not maintained by the water, gas and/or telephone companies.

An Owner shall do no act nor any work that will impair the structural soundness

or integrity of another townhome or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other townhomes or their Owners.

Section 3. Neglect of Owner. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family or guests, invitees, employees or agents, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Owner's Lot is subject.

Section 4. Authority of Association. In the event an Owner shall fail to maintain his Lot and townhome as required hereby in a manner satisfactory to the Board of Directors, the Association, after approval by at least sixty seven percent (67%) of the Board of Directors, shall have the right, but shall not be required, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and any improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the townhomes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. If a wall which is intended as a party wall is situated entirely or partly on one Lot instead of on the dividing line between Lots, due to error in construction, such wall shall nevertheless be deemed to be on the dividing line and shall constitute a party wall for the purposes in this Article. Reciprocal easements shall exist upon and in favor of the adjoining Lots for the maintenance, repair and reconstruction of party walls.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against the elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party

wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a sixty seven percent (67%) majority of all the arbitrators. Should any party refuse to choose an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

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

ARTICLE VIII

CONSOLIDATION OF LOTS

Any Lot or part thereof may be consolidated with any adjoining Lot or Lots to constitute a single Lot on which a townhome may be constructed, provided that the same shall be approved by the Architectural Control Committee. The Owner of a consolidated Lot shall have the same number of votes in the Association as were appurtenant to the Lots so consolidated and shall be charged with assessments in the same manner and amount as such original Lots.

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

ARTICLE IX.

USE RESTRICTIONS

The Lots and the Common Area shall be occupied and used as follows:

Section 1. Residential Use. No Owner shall occupy or use his Lot or building thereon, or permit the same or any part thereof, to be occupied or used for any purpose other than as a private single family residence for the Owner, his family, guests and tenants of not less than 1,100 square feet of floor area, measured through the exterior walls of the building. No Lot shall be used or occupied for any business, commercial, trade or professional purposes, either apart from or in connection with the use thereof as a residence.

Section 2. Obstruction of Common Area. There shall be no obstruction of the Common Area. Nothing shall be stored in the Common Area without the prior written consent of the Board of Directors.

Section 3. Insurance. Nothing shall be done or kept in the Common Area which will increase the rate of insurance on the Common Area without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in the Common Area which will result in the cancellation of insurance on any part of the Common Area or which would be in violation of any law. No waste will be committed in the Common Area.

Section 4. Nuisances. No noxious or offensive activity shall be carried on upon any Lot, or the Common Area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the other Owners. No repair work, dismantling or assembling of motor vehicles or any other machinery or equipment, shall be permitted in

any street, driveway or yard adjacent to a street, or in the Common Area. No vehicle shall be parked on streets or driveways so as to obstruct ingress or egress by the Owners, their families, guests and invitees, except for the reasonable needs of emergency, construction or service vehicles for a time limited to as briefly as possible. For a period not to exceed forty-eight (48) consecutive hours, family, guests and invitees of Owners of Lots, may park their vehicles in the guest parking areas. Guest parking areas are not intended for use by the Owners for parking or storing boats, trailers, camping units, or any personal vehicles, and the Board of Directors of the Association may insure the proper use of said areas in such legal manner as it deems necessary.

Section 5. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, barn, servants quarters or other out buildings shall be used on any Lot at any time as a residence, either temporarily or permanently; nor shall any used residence or other used structure be moved onto any Lot.

Section 6. Signs. No advertisement, poster or sign of any kind shall be displayed to public view on any Lot or building, except one sign of not more than five (5) square feet in area advertising the merits of the property for sale or rent. No advertisement, poster or sign of any kind shall be displayed to public view on any Common Area without the written approval of the Board of Directors.

Section 7. Oil and Mining Operations. No gas or oil drilling, gas or oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Properties.

Section 8. Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets, not to exceed a total of two (2) pets, may be kept, provided that they shall not become a nuisance and are not kept, bred, or maintained for any commercial purposes.

Section 9. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste containers shall be kept screened by adequate planting or fencing so as to conceal them from public view. There is reserved in favor of the Association by and through its Board of Directors the determination of the method of garbage disposal, that is, whether it shall be through public authority or through private garbage disposal contractor(s). All equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

Section 10. Sewer and Water. No sewage treatment system nor water well shall be permitted on any Lot.

Section 11. Use of Common Area. Except in enclosed areas on a Lot, no planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Properties except such as are installed in accordance with the initial construction of the townhomes located thereon or as approved by the Association's Board of Directors or their designated Architectural Control Committee. Except for the right of ingress and egress and the right and easements of enjoyment as defined herein, the Owners are hereby prohibited and restricted from using any of the Properties outside the interior property lines of each Lot except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of the Properties, and any additions thereto, and is necessary for the protection of said

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Owners. Any cooperative action necessary or appropriate to the proper maintenance and upkeep of the Common Area and the exteriors of the townhomes, including but not limited to, parking areas and walks, shall be taken by the Board of Directors or by its duly delegated representatives.

Section 12. Outside Antennas. No exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Properties.

Section 13. Non-Discrimination. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

Section 14. Annoyance. No activity shall be carried on upon any Lot or the Common Area which might reasonably be considered as giving annoyance to neighbors of ordinary sensibilities or which might be calculated to reduce the desirability of the Properties as a residential neighborhood, even though such activity be in the nature of a hobby and not carried on for profit. The Board of Directors of the Association shall have the sole and exclusive discretion to determine what constitutes an annoyance.

Section 15. Unsightly Objects. Each Owner shall keep clean and in good condition and repair the windows, doors, and interiors of his townhome and shall not permit garments, rugs, laundry or other unsightly items to extend from or be placed outside of his townhome, including but not limited to over windows or on patios and balconies. No aluminum foil or similar reflective material shall be used or placed over doors or windows. No Owner or other occupant of any townhome shall make any alteration, modification or improvement, nor add any awnings, patio covers or other devices to any townhome except with the written consent of the Association's Board of Directors. No unsightly objects which might reasonable be considered to give annoyance to neighbors of ordinary sensibilities shall be placed or allowed to remain in any yard or on any patio or balcony. The Association's Board of Directors shall have the sole and exclusive discretion to determine what constitutes an unsightly object.

Section 16. Leasing Restrictions. All lease and rental agreements for any townhome shall be in writing and specifically subject to this Declaration and the Bylaws of the Association. No townhome shall be leased or rented for a period of less than thirty (30) days. Other than the foregoing, there shall be no restrictions on the leasing of any townhome.

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

ARTICLE X.

EASEMENTS

Section 1. Construction. Each Lot and the property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as initially designed or constructed by the Declarant or thereafter approved by the Association and/or its Board of Directors. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall be and does exist. In the event any townhome is partially or totally destroyed, and then rebuilt, the Owners so affected agree that minor encroachments of parts of the adjacent residential units on Common Areas due to construction shall be permitted and that a valid easement

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for said encroachment and the maintenance thereof shall exist.

Section 2. Utility, Emergency and Association. There is hereby created a blanket and perpetual easement upon, across, over, under and above all of the Properties for ingress, egress, installations, replacing, repairing and maintaining all utilities, including but not limited to, water, sewers, gas, telephones, electricity and cable television. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said townhomes. An easement is further granted to all police, fire protection, ambulance, garbage and trash collector pick-up vehicles and all similar persons to enter upon the Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company selected by the Association by and through its Board of Directors to enter in or cross over the Common Area and any Lot to perform the duties of maintenance and repair of the townhome or Common Area provided for herein. The Association is further granted a blanket and perpetual easement upon, across, over, under and above all of the Properties for the purpose of installing, operating and maintaining an irrigation system serving the landscaping of the Properties. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties except as initially programmed and approved by the Declarant or thereafter approved by the Association or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association by and through its Board of Directors shall have the right to grant such easement without conflicting with the terms hereof. The easements provided for in this Article shall in no way affect any other recorded easement on said premises.

Section 3. Use of Easements. Easements for underground utility services may be crossed by driveways and walkways provided the Association by and through its Board of Directors makes prior arrangements with the utility furnishing service. Such easements for underground services shall be kept clear of all other improvements, including buildings, patios, or other pavings, other than crossing walkways or driveways, and the Association shall not be liable for any damage done by either it or its assigns, agents, employees, or servants, to shrubbery, trees, flowers, or other improvements of the Owner located on the land covered by said easements.

Section 4. Easements for Drainage. The Association reserves to itself and its successors and assigns a blanket easement and right on, over, and under the Properties for drainage of surface water. Such easement expressly includes an easement and right-of-way across and over each of the Lots and from Lot to Lot for the drainage of surface waters and each Owner, by accepting title to his Lot, shall be deemed to have agreed that he shall take no action which would inhibit or hinder such surface water drainage or otherwise interfere with the easement for drainage herein provided.

Section 5. Access for Utility Services. Any fence constructed or erected upon any Lot at any time shall contain a gate to allow access from the Common Area to such Lot and each such Owner shall be deemed to have granted a perpetual irrevocable license and right of entry to the utility companies providing service to his Lot, and the agents and employees of such companies, to allow for the reading of meters for such service and for the maintenance and repair of equipment belonging to such utilities.

Section 6. Association's Easement. The Association hereby reserves a perpetual non-exclusive easement and right-of-way over and across Lot 137, Block 1, New City Block 17187, The Retreat at Glen Heather P.U.D. for the purpose of providing vehicular, pedestrian and utilities access to the Retreat at Glen Heather P.U.D.

Section 7. Association's Easement to Sewer Facilities. The Association hereby reserves a perpetual non-exclusive easement and right-of-way out of Lots 86 and 137, Block 1, New City Block 17187, The Retreat at Glen Heather P.U.D., over and across the lands described in Exhibit "B" attached hereto, for connection to the sewer facilities situated within said Lot 137. Said easement and right-of-way shall inure to the benefit of the Association and its successors and assigns.

Section 8. Changes and Additions to Easements. The Association reserves the right to make minor changes and additions to the above easements, as to any Lot owned by it, for the purpose of efficiently and economically installing and operating above mentioned utilities.

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

ARTICLE XI

MORTGAGES

Section 1. Notice to Association. An Owner who mortgages his Lot shall notify the Association giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Lots".

* Section 2. Notice of Proposed Action. The holders of all validly recorded purchase money mortgages against any Lot shall be entitled to timely written notice of any proposed action of the Association or the Board which would require the consent of a specified percentage of such mortgage holders pursuant to the terms of this Declaration or the Bylaws of the Association.

Section 3. Examination of Books. The Association shall permit all mortgagees to examine the books and records of the Association during normal business hours.

Section 4. Reserve Fund. The Association shall establish an adequate reserve fund for replacement of the Common Area property and fund the same by regular monthly payments rather than by special assessments. Such reserve shall be in the minimum amount of two months' estimated assessment for all Lots.

Section 5. Annual Audits/Reviews. The Association shall furnish, upon written request, any mortgagee a copy of any financial statements (audit or review) of the Association within ninety (90) days following the end of each fiscal year of the Association.

Section 6. Notice of Meetings. The Association shall furnish each validly recorded purchase money mortgagee upon written request of such mortgagee, prior written notice of all meetings of the Association and permit the designation of a representative of such mortgagee to attend such meetings, one such written request to be deemed to be a request for prior written notice of all subsequent meetings of the Association.

Section 7. Documentation. The Association shall make available to all Owners and any validly recorded purchase money mortgagees, current copies, for the cost thereof, of this Declaration as well as the Bylaws of the Association and all other rules concerning the operation of the Properties.

Section 8. No Right of First Refusal. The right of an Owner to sell, transfer or convey his or her Lot shall not be subject to a right of first refusal or similar restriction.

Section 9. Notice of Condemnation or Eminent Domain. The Association shall furnish the holders of each validly recorded mortgage covering any Lot with timely written notice of any condemnation or eminent domain proceeding regarding all or any portion of a Lot or of the Common Areas and facilities and of any proposed acquisition of all or any part of such properties through condemnation or eminent domain proceedings.

Section 10. Consent of Mortgagees Required. Unless 51% of the validly recorded purchase money mortgagees of residential Lots within the Properties (as the Properties may hereafter be expanded), have given their prior written approval, the Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, alienate, release, encumber, hypothecate, sell or transfer, real estate or improvements thereon which are owned, directly or indirectly, by such Association, for the benefit of the Owners (the granting of easements for public utilities or for other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause);

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.

(c) by act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of townhomes, the exterior maintenance of townhomes, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the Properties;

(d) fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than 100% of the insurable value (based on current replacement cost);

(e) use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such improvements.

(f) use the proceeds from a taking by eminent domain payable to the Association for any purpose other than the reconstruction of the Common Area.

Section 11. Management Agreements. Any management agreement entered into by the Association by and through its Board of Directors will be terminable by the Association by and through its Board of Directors with or without cause upon not more than thirty (30) days' written notice, and the term of such management agreement will not exceed the period of one (1) year, renewable by agreement of the parties to such agreement for successive one (1) year periods.

Section 12. Delegation of Owner's Use of Common Area. Regarding an Owner's delegation of his rights of enjoyment to the Common Area and facilities as provided for

in Article II, Section 2, of this Declaration, no such delegation shall work a severance of the rights of enjoyment of the Common Area and facilities from the ownership of a Lot, and any such delegation by any Owner shall automatically terminate upon conveyance of legal title to such Lot by said Owner.

Article XII of the aforementioned Declaration of ~~Conditions~~ Conditions and Restrictions, is hereby amended to read as follows:

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictive covenants, reservations, liens and charges now or hereinafter created by this Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no way constitute a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any provision of this Declaration by judgment or court order shall in no way affect the validity of any other provisions which shall remain in full force and effect.

Section 3. Duration. The restrictions, rights, use easements and privileges of the Owners in and to the Common Area as provided for herein shall be deemed to be covenants running with the land of the Properties and shall be of perpetual duration. All other provisions, restrictions, covenants and conditions of this Declaration shall run with and bind the Properties, for a term of forty (40) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 4. Amendments.

(a) The Association by and through its Board of Directors reserves and shall have the right at any time and from time to time to amend this Declaration by an instrument in writing duly signed, acknowledged and filed for record, for the purpose of correcting any typographical error, ambiguity or inconsistency appearing in this Declaration, provided that any such amendment shall be consistent with and in furtherance of the general plan and scheme of development as evidenced by this Declaration, and shall not impair the vested property rights of any Owner or his mortgagee.

(b) With the exception to the amendments which may be made by the Association by and through its Board of Directors alone as herein provided, the consent of Owners having at least sixty seven percent (67%) of the votes entitled to be cast in the Association and the approval of the holders of any validly recorded mortgages covering Lots which have at least 51 percent of the votes of the Lots subject to mortgages, shall be required to add or amend any material provisions of this Declaration or the Bylaws of the Association, which establish, provide for, govern or regulate any of the following:

- (i) Voting;
- (ii) Assessments;

(iii) Reserves for maintenance, repair and replacement of the Common Area (or townhomes if applicable);

(iv) Rights to use of the Common Area;

(v) Responsibility for maintenance and repair of the several portions of the Properties;

(vi) Boundaries of any Lot;

(vii) The interests in the Common Area;

(viii) Convertibility of Lots into Common Area or of Common Area into Lots;

(ix) Imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer, or otherwise convey his or her Lot;

Any mortgage holder who receives a written request to approve additions or amendments to this Declaration or to the Bylaws of the Association who does not deliver or post to the party requesting approval of such additions or amendments a negative response within thirty (30) days shall be deemed to have approved such request.

Section 5. Rights of Mortgagees, Trustees or Lienholders. No violations of any of these restrictions, covenants or conditions, shall affect or impair the rights of any mortgagee, trustee or lienholder under any mortgage or deed of trust, or the rights of any assignee of any mortgagee, trustee or lienholder under any such mortgage or deed of trust.

Section 6. Dedications. The Plat, subject to the limitations set forth therein, establishes certain dedications, limitations, reservations and restrictions applicable to the Properties. Easements affecting the Properties are hereby reserved as shown on the recorded Plat referred to for the installation, operation and maintenance of utilities and drainage facilities. All dedications, limitations, restrictions and reservations shown on said Plat are incorporated herein and made a part hereof as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of the Declarant, conveying said Properties or any part thereof.

Section 7. Condemnation. If part or all of the Common Area shall be taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board of Directors shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation issues affecting such Common Area. The Owners may by vote of sixty seven percent (67%), or more, of the total votes of the members entitled to vote, agree to distribute the proceeds of any condemnation or taking by eminent domain, to each Owner and his mortgagee, if any, as their interests may appear. In the event that the Owners shall not so agree, such proceeds shall be added to the funds of the Association, and the Association, by and through its Board of Directors, shall decide on whether or not to replace or restore, as far as possible, the Common Area so taken or damaged.

The Association shall give timely written notice of the existence of such proceedings to all Owners and their mortgagees, if any. The expense of participation in such proceedings shall be a common expense chargeable to the Owners.

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

ARTICLE XIII

ANNEXATION OF ADDITIONAL AREAS

Section 1. Additional Areas. The Association hereby declares that it contemplates that at a future time or times, the Properties may (but shall not be required to) be expanded by adding thereto additional real property comprising successive phases or units of The Retreat at Glen Heather P.U.D. Such additional phases or units of The Retreat at Glen Heather P.U.D. may include any or all property shown and depicted on the Plat as well as the remaining portion of Lot 7, NCB 14653, San Antonio, Bexar County, Texas consisting of 1.8 acres, more or less. Provided the structures on such additional property shall have been substantially completed and the design and construction of such structures shall be reasonably compatible with the structures completed on all previous phases of the Properties, such additional property may be annexed in whole or in part, from time to time, and at more than one time, in order that such additional property, and all improvements situated thereon, shall become a part of the Properties described and defined in this Declaration. All such annexations shall require the consent of sixty seven percent (67%) of the members entitled to vote.

Section 2. Annexation Declaration. The annexation of additional land to the Properties shall become effective only in the event that the Association by and through its Board of Directors shall file for record in the office of the County Clerk of Bexar County, Texas an Annexation Declaration substantially in the form attached hereto as Exhibit "A," which Annexation Declaration shall describe the real property annexed in each successive phase or part thereof, refer to this Declaration and specifically to this Article XIII and adopt the terms of this Declaration by reference. The Association through its Board of Directors may cause to be recorded as many separate Annexation Declarations, consistent with the provisions of this Article XIII as it may desire from time to time.

Section 3. Power of Attorney. Each Owner shall, by accepting the deed to his Lot, be deemed to have appointed the Association as his attorney-in-fact for the purpose of effecting the annexation of additional lands to the Properties; and the power herein granted to the Association shall be, and is, a power coupled with an interest which shall survive the death or incapacity of the principal.

Section 4. Effect of Annexation. Upon the recordation of the Annexation Declaration in compliance with the provisions of this Article XIII, this Declaration shall further apply to and affect all of the Properties described herein as well as all of the property described in any such Annexation Declaration and all of the Lots situated upon the Properties (as so expanded), and their then Owners, with the same effect as if the property described in the Annexation Declaration were originally subject to the provisions of this Declaration. Upon such annexation, the powers and responsibilities of the Association shall be co-extensive with regard to all of the Properties (as expanded), and the Association shall, pursuant to the provisions of this Declaration, constitute the Association for the entirety of the Properties (as expanded). The Association shall, after such annexation, continue to maintain one maintenance fund for the collection and disbursement of monies as required and permitted hereby for the Properties, and in all respects and meanings, the Properties (as expanded) shall be subject to, and operated in accordance with, the provisions of

this Declaration.

Section 5. Membership in the Association. Upon the annexation of additional property by the recordation of one or more such Annexation Declarations in accordance with the provisions of this Article XIII, the Owners of all Lots so annexed shall automatically become members of the Association with the number of votes as herein provided and all Common Area upon the lands so annexed shall be the property of the Association and subject to maintenance and the control of the Association as herein provided.

Executed this 4th day of November, 1991.

THE RETREAT AT GLEN HEATHER HOMEOWNERS ASSOCIATION

BY: *Frank Harvey*
Frank Harvey, President

STATE OF TEXAS &
 &
COUNTY OF BEXAR &

BEFORE ME, the undersigned authority on this day personally appeared Frank Harvey, President of The Retreat at Glen Heather Homeowners Association, 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 he executed same 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 4th day of NOVEMBER, 1991.

Mary J. Lowery
Notary Public, State of Texas



MARY J. LOWERY
Notary Public, State of Texas
My Comm. Exp. 9-18-93

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EXHIBIT "A" TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE RETREAT AT GLEN HEATHER

THE STATE OF TEXAS &
 &
COUNTY OF BEXAR &

ANNEXATION DECLARATION FOR
THE RETREAT AT GLEN HEATHER

This Declaration is made NOVEMBER 4, 1991, by The Retreat at Glen Heather Homeowners Association, hereinafter referred to as the Association.

1. Authority. By virtue of the provisions of Article XIII of that certain Declaration of Covenants, Conditions and Restrictions for The Retreat at Glen Heather (the "Declaration") filed in Volume 5208 at Pages 0001 - 0025 of the Official Records of Real Property of Bexar County, Texas, to which recorded instrument reference is hereby made for all purposes, the Association reserved the right and authority to annex additional property to the Properties described therein, which additional property is described in Exhibit "A" attached hereto.

2. Annexation. The Association hereby submits lands (described in Exhibit "A" attached hereto), buildings and improvements to the covenants, restrictions, limitations, conditions and uses set forth in said Declaration which are hereby adopted by reference as well as the terms, provisions and requirements of the Articles of Incorporation and Bylaws of The Retreat at Glen Heather Homeowners Association.

3. Effective Date. This Annexation Declaration shall be effective upon the date of its recordation in the Official Public Records of Real Property of Bexar County, Texas. Owners of Lots in the areas so annexed shall, on such date, become members of The Retreat at Glen Heather Homeowners Association and subject to the assessments thereof. On such date The Retreat at Glen Heather Homeowners Association shall assume full responsibility for the maintenance of all annexed property in accordance with the terms of the Declaration.

EXECUTED on the date first set forth above.

THE RETREAT AT GLEN HEATHER HOMEOWNERS ASSOCIATION

BY: Frank E. Harvey, Jr.

Frank E. Harvey, Jr., President

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STATE OF TEXAS &
 &
COUNTY OF BEXAR &

BEFORE ME, the undersigned authority on this day personally appeared FRANK HARVEY, President of The Retreat at Glen Heather Homeowners Association, 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 he executed same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 4th day of NOVEMBER, 1991.

Mary J. Lowery
Notary Public, State of Texas



MARY J. LOWERY
Notary Public, State of Texas
My Comm. Exp. 9-18-93

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EXHIBIT "B" TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE RETREAT AT GLEN HEATHER

SEWER EASEMENT

0.045 acres (1954 square feet) of land out of Lot 86, Block 1, NCB 17187, The Retreat at Glen Heather P.U.D. as described by Plat recorded in Volume 9502, Pages 104 and 105 of the Deed and Plat Records of Bexar County, Texas;

Beginning:at a point being the southwest corner of said Lot 86, said point also lying on an east line of Lot 137, Block 1, NCB 17187 of said The Retreat at Glen Heather P.U.D.;

Thence: N 34° 52' 00" W, 16.00 feet with a west line of Lot 86 and an east line of Lot 137 to a point;

Thence: N 55° 08' 00" E, 120.03 feet to a point being the northeast corner of Lot 86 at the east corner of Lot 87, Block 1, NCB 17187 of said The Retreat at Glen Heather P.U.D.;

Thence: with the east line of Lot 86 as follows:

S 34° 08' 46" E, 2.50 feet;

S 34° 52' 00" E, 16.00 feet;

Thence: with the south line of said Lot 86 and the north line of Lot 85, Block 1, NCB 17187, of said The Retreat at Glen Heather P.U.D., as follows:

S 55° 08' 00" W, 13.59 feet;

N 34° 52' 00" W, 2.50 feet;

S 55° 08' 00" W, 106.41 feet to the POINT OF BEGINNING, containing 0.045 acres (1954 square feet) of land, more or less.

AND

0.003 acres (112 square feet) of land out of Lot 137, Block 1, NCB 17187, The Retreat at Glen Heather P.U.D., as described by Plat recorded in Volume 9502, Pages 104 and 105 of the Deed and Plat Records of Bexar County, Texas;

Beginning:at a point on the east line of Lot 137, said point also being the southwest corner of Lot 86, Block 1, NCB 17187, of said The Retreat at Glen Heather P.U.D.;

Thence: S 55° 08' 00" W, 7.00 feet to a point on the east line of an existing sanitary sewer easement recorded in said The Retreat at Glen Heather P.U.D.;

Thence: N 34° 52' 00" W, 16.00 feet with the east line of said 16 foot sanitary sewer easement to a point;

Thence: N 55° 08' 00" E, 7.00 feet to a point on the east line of said Lot 137 said point also being a corner of said Lot 86;

Thence: S 34° 52' 00" E, 16.00 feet with the east line of said Lot 137 and a west line of said Lot 86 to the POINT OF BEGINNING, CONTAINING 0.003 acres (112 square feet) of land, more or less.

EXHIBIT "C" TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE RETREAT AT GLEN HEATHER

0.007 Acres (320 Square Feet) of land out of Lot 86, Block 1, N.C.B. 17187, The Retreat at Glen Heather P.U.D. as recorded by plat thereof in Volume 9502, Page 105 of the deed and plat records of Bexar County, Texas said 0.007 acres being more particularly described as follows, to-wit:

Beginning :at a point on the east right-of-way of Scot Glen said point also being the northwest corner of Lot 85, Block 1, N.C.B. 17187 of said Retreat at Glen Heather P.U.D. and also the southwest corner of the herein described tract;

Thence: N 34⁰ 52' 00" W, 16.00 feet along the east right-of-way of Scot Glen to a point, said point being the northwest corner of the herein described tract;

Thence: N 55⁰ 08' 00" E, 20.00 feet to a point, said point being the northeast corner of the herein described tract;

Thence: S 34⁰ 52' 00" E, 14.00 feet to a point, said point being the southeast corner of the herein described tract;

Thence: S 55⁰ 08', 00" W, 20.00 feet to a point on the east right-of-way of Scot Glen and also the point of beginning, containing 0.007 acres (320 square feet) of land more or less.

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AFTER RECORDING, PLEASE RETURN TO:

THE RETREAT AT GLEN HEATHER HOMEOWNER'S ASSOCIATION, INC.

6003 GLEN HEATHER

SAN ANTONIO, TEXAS 78240

Any provision herein which restricts 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 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 Records of Real Property of Bexar County, Texas on:

NOV 27 1991



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
1991 NOV 26 P 12:59

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