

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

STATE OF TEXAS      SS  
   SS  
COUNTY OF BEXAR    SS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Retreat At Glen Heather Homeowners' Association, Inc. (Association) is subject to the Second Declaration of Covenants, Conditions and Restrictions for the Retreat at Glen Heather (Declaration) filed in Volume 5208, Page 0001 of the Bexar County Records; and

WHEREAS, A duly called meeting of the Association was held on September 29, 1993 with a quorum present as provided for by the Declaration and Bylaws of the Association; and

WHEREAS, All Owners had been fully advised of all proposed changes as required by the Declaration and Bylaws of the Association; and

WHEREAS, More than 67% of the Owners with the votes entitled to be cast in the Association voted to approve this Partial Revision and Amendment to the Second Declaration of Covenants, Conditions and Restrictions for the Retreat At Glen Heather (Revision); and

WHEREAS, This Revision was submitted to and approved by the holders of validly recorded mortgages covering Lots which have at least 51% of the votes of the Lots subject to mortgages according to the Declarations and Bylaws of the Association; and

WHEREAS, The records of the votes of the Owners and Mortgage holders are contained in the official Minute Book of the Association for the year 1993.

NOW THEREFORE, The Association, acting herein by and through its duly authorized President, Don Sanders, hereby revises and amends the following Sections of the Declaration without revising, amending or changing in any way, the remaining Sections of the Declaration:

Articles I through III of the Declaration remain unchanged.

Article IV, Sections 2. and 5. are hereby amended. Article IV, Section 1., Sections 3., 4. and 6. through 12. remain unchanged.

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ARTICLE IV

COVENANTS FOR ASSESSMENTS

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively used to promote the recreation, health, safety and welfare of the Owners of the property; 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 a Reserve as provided in Article XI, Section 4. Reserve Fund.

Section 5. Special Assessments. In addition to the annual assessment authorized above, the Association may levy a special assessment applicable only to that fiscal year. Special assessments 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 movable 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, except for the special assessment set forth in Article XI, Section 4. Reserve fund 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.

Article V of the Declaration remains unchanged.

Article VI, Sections 1. and 2. of the Declaration are hereby amended. Article VI Sections 3. and 4. of the Declaration remain unchanged.

Article VI

Maintenance and Repairs

Section 1. Definition. In addition to maintenance on the Common Area, the Association shall provide maintenance on each Lot subject to an assessment hereunder as follows: repair and replace (but not in the event of fire or other casualty loss normally covered by insurance on the premises) trees, shrubs, grass, and water distribution system owned by the Association and front fences that face Scots Glen, McGreagor Way, Glen Heather and Black Thorn and fences that border common areas.

Section 2. Owner's Maintenance. Each owner shall maintain his property, including, but not limited to his lot, townhome, common walls and fences (subject to Article VII) located thereon, any

additional structures, improvements, pipes, lines, conduits, and /or equipment except as stated in Section 1. above. Each property owner shall maintain his property in good repair so that said property does not detract from the overall appearance of the Retreat at Glen Heather. Should any owner fail to maintain his property in good repair, the Board shall have the powers set forth in Section 4, below.

Each Owner shall do no act nor any work that will impair the structural soundness or integrity of any other 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.

The following Section 1(A) is hereby added to Article VII Section 1. of the Declaration. The original Article VII, Section 1. and Sections 2. through 6. of the Declaration remain unchanged.

Article VII

Party Walls

Section 1(A). Party Fences. All rules set forth in this Article VII shall apply to all fences constructed on the dividing lines between the Lots.

Article VIII of the Declaration remains unchanged.

Article IX. Section 16. of the Declaration is hereby amended. Article IX, Sections 1. through 15. of the Declaration remain unchanged.

Article IX

USE RESTRICTIONS

Section 16. Leasing Restrictions. All lease and rental agreements for any townhome shall be in writing and specifically subject to the Declaration and the Bylaws of the Association. No townhome shall be leased or rented for a period of less than thirty (30) days. All Owners shall notify the Association Manager of the names of the tenants in any Unit before said tenant will be allowed the use of any of the Common Areas or recreational facilities. Other than the foregoing, there shall be no restrictions on the leasing of any townhome.

Article X of the Declaration remains unchanged.

Article XI, Section 4. of the Declaration is hereby amended. Article XI, Sections 1 through 3. and 5. through 12. of the Declaration remain unchanged.

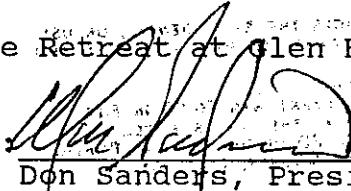
Article XI

MORTGAGES

Section 4. Reserve Fund. The Association shall establish a Reserve Fund for repairs and replacements of the common areas and other areas that the Association is responsible for maintaining. Such Reserve should be in the minimum amount of two months estimated assessments for all lots. Should the Reserve fall below the minimum requirement, the Board shall pass a special assessment to bring the reserve to the required minimum, and such special assessment shall not require a vote of the Owners as provided in Article IV, Section 5 of the Declaration. The pro-rata share of each owner shall be due and payable as provided in the Board Resolution adopting the special assessment.

Articles XII and Article XIII of the Declaration remains unchanged.

The Retreat at Glen Heather Homeowners' Association, Inc.

BY: 

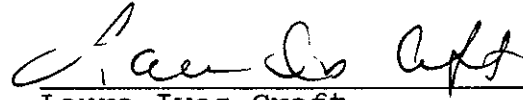
Don Sanders, President

STATE OF TEXAS SS  
                                  SS  
COUNTY OF BEXAR SS

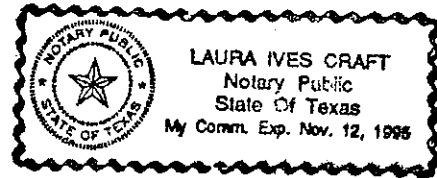


Before me this 8th day of February, 1994 personally appeared Don Sanders, known to me to be the PRESIDENT OF THE RETREAT AT GLEN HEATHER HOMEOWNERS' ASSOCIATION, INC. who acknowledged to me that he executed the foregoing instrument for the purposes and considerations contained therein on behalf of said corporation and in his official capacity as President thereof.

SWORN TO AND SUBSCRIBED before me, under my official hand and seal of office on this 8th day of February, 1994.

  
Laura Ives Craft  
Notary Public

Return to:  
The Retreat at Glen Heather  
6003 Glen Heather  
San Antonio, Texas 78240



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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:



MAR 11 1994

*Robert D. Green*  
COUNTY CLERK BEXAR CO.

Filed for Record in:  
BEXAR COUNTY, TX  
ROBERT D. GREEN/COUNTY CLERK

On Mar 08 1994

At 4:33pm

Receipt #: 26369  
Recording: 9.00  
Doc/Mnt: 6.00  
Doc/Num: 94-0043371  
Deputy -B.J. Lunsford