

**FIRST AMENDMENT AND SUPPLEMENT TO  
DECLARATION OF PROTECTIVE COVENANTS AND PERFORMANCE STANDARDS  
FOR  
WESTOVER HILLS - PHASE IV**

THIS FIRST AMENDMENT AND SUPPLEMENT TO DECLARATION OF PROTECTIVE COVENANTS AND PERFORMANCE STANDARDS FOR WESTOVER HILLS - PHASE IV (herein called this "Supplemental Declaration") is made to be effective as of the <sup>12th</sup> day of SEPTEMBER, 1994, by ED M. WISEMAN, Trustee for the Ed M. Wiseman Marital Trust and as Co-Independent Executor of the Estate of Blanche Wiseman, Deceased, MARY ANN SIMPSON, Trustee for the Ed M. Wiseman Marital Trust and as Co-Independent Executor of the Estate of Blanche Wiseman, Deceased, and CHARLES R. WISEMAN, Trustee for the Ed M. Wiseman Marital Trust and as Co-Independent Executor of the Estate of Blanche Wiseman, Deceased (collectively hereinafter called the "Wisemans"), HILL COUNTRY ESTATES JOINT VENTURE, a Texas joint venture ("Hill Country") and by MARY ANN SIMPSON, CHARLES W. WISEMAN and JOHN FIELD SCOVELL in their individual capacities as a members of the Committee.

**WITNESSETH:**

**WHEREAS**, either the Wisemans or Hill Country is the owner of each those certain tracts or parcels of land located in Bexar County, Texas, which tracts or parcels of land are more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter called the "Real Property");

**WHEREAS**, the Wisemans, as declarant, have previously placed of record that certain Declaration of Protective Covenants and Performance Standards for Westover Hills Phase IV, dated September 6, 1990, recorded in Volume 4903, Page 1716 of the Real Property Records of Bexar County, Texas (the "Original Declaration"), all capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Original Declaration;

**WHEREAS**, in connection with its execution of the Original Declaration, the Wisemans, as declarant, adopted those certain Westover Hills Phase IV Design Guidelines dated September 6, 1990 (the "Design Guidelines");

**WHEREAS**, the Wisemans, as declarant, have supplemented the Original Declaration and Design Guidelines with that certain Supplemental Residential Declaration for Westover Hills Phase IV, dated effective as of even date herewith, recorded contemporaneously herewith in the Real Property Records of Bexar County, Texas (the "Residential Supplement") (the Original Declaration, the Design Guidelines and the Residential Supplement are sometimes collectively referred to herein as, the "Restrictions");

Return to: Pope Dauson Engrs  
c/o, Jesse Pacheco  
9310 Broadway Pkwy. I  
SAN ANTONIO TEX. 78217

WHEREAS, Article X of the Original Declaration provides that the Original Declaration may be modified or amended by recording an amendment executed by the Committee and the declarant;

WHEREAS, approval of this Supplemental Declaration by the Committee is evidenced by the execution hereof by a majority of its members; and

WHEREAS, the Wisemans and Hill Country now desire (with the consent of the Committee) to (i) subject and add certain additional land owned by Hill Country and described on Exhibit "B" attached hereto and made a part hereof for all purposes (the "Additional Property") to the Restrictions, (ii) assign to Hill Country all of the rights of the "Declarant" under the Restrictions (which rights are currently held by the Wisemans); (iii) form Legacy Trails Property Owners' Association, Inc. to maintain, and levy assessments for the maintenance of certain of the Common Areas and Common Facilities, and (iv) otherwise amend the Restrictions as provided herein.

NOW, THEREFORE, the Wisemans and Hill Country (with the consent of the Committee) hereby declare as follows:

1. Hill Country does, as owner of the Additional Property, hereby impose on the Additional Property the conditions, covenants, performance standards and restrictions contained in the Restrictions, as the same may be amended, supplemented or otherwise modified from time to time, which shall be covenants running with the Additional Property and which shall be binding upon any purchaser, grantee, owner, lessee, tenant or occupant of all or any part of the Additional Property and/or Improvements located thereon, and their respective heirs, executors, administrators, devisees, successors and assigns.

2. The Wisemans hereby assign to Hill Country all of the rights and obligations of the "Declarant" under the Restrictions and Hill Country hereby assumes all such rights and obligations (Hill Country shall hereinafter be referred to as the "Declarant").

3. Pursuant to rights granted in Section 6.1 of the Original Declaration, contemporaneously herewith Declarant shall form Legacy Trails Property Owners' Association, Inc., a Texas non-profit corporation (the "Master Association"). Declarant hereby assigns to the Master Association all of its rights and obligations contained in the Original Declaration to maintain (and levy assessments for the cost to maintain) all of those Common Areas and Common Facilities (the "Master Common Areas and Facilities") which are not maintained by one of the Cell Associations (as hereinafter defined). The Master Common Areas and Facilities shall specifically include the following: the medians on Westover Hills Boulevard, Hunt Lane and Military Drive West on those portions which are contiguous to Westover Hills - Phase IV, as well as the median of Hunt Lane extending to the 151 service road, and any entry treatments or monuments along such roads. The rights and obligations of the Master Association with respect to the Master Common Areas and Facilities, as well as certain other matters relating to the Master Association, are more

particularly described on Schedule I attached hereto and made a part hereof and in the articles of incorporation and bylaws of the Master Association. It is contemplated hereby that Declarant will form a number of additional homeowners associations (the "Cell Associations") to maintain (and levy assessments for the maintenance of) those Common Areas and Common Facilities contained in certain groupings or "cells" of lots specified by Declarant in future supplements to the Original Declaration. At such time as maintenance of any of the Common Areas and Common Facilities is assigned by Declarant to a Cell Association, such Common Areas and Common Facilities shall no longer be a part of the Master Common Areas and Facilities and the Master Association shall have no further rights or obligations with respect thereto, except for the right to collect assessments for maintenance costs incurred prior to the assignment to the Cell Association. Notwithstanding the foregoing, any such membership in and obligations created under such Cell Associations shall be in addition to membership in and obligations created under the Master Association provided for herein.

4. The fourth sentence of Section 5.14(a) of the Original Declaration is hereby deleted in its entirety.

5. Sections 5.15 and 5.17 of the Declaration are hereby deleted in their entirety.

6. All references to the "Association" contained in the Original Declaration shall be deemed to mean both the Master Association and any Cell Associations.

7. All of the restrictions, covenants, easements, conditions, development standards, charges, liens and all of the terms and provisions contained in the Restrictions, as modified and amended herein, shall continue to be applicable to all portions of the Real Property. The Restrictions, except as expressly modified and amended herein, remain in full force and effect and are hereby ratified and confirmed.

**IN WITNESS WHEREOF**, the Wisemans, Declarant and the Committee have caused this instrument to be executed effective as of the day and year first above written.

**[SEE ATTACHED SIGNATURE PAGES]**

VILL 6 3 1 2 101 00 3

WISEMANS:

Ed M. Wiseman

ED M. WISEMAN, Trustee for the Ed M. Wiseman Marital Trust and as Co-Independent Executor of the Estate of Blanche Wiseman, Deceased

Mary Ann Simpson

MARY ANN SIMPSON, Trustee for the Ed M. Wiseman Marital Trust and as Co-Independent Executor of the Estate of Blanche Wiseman, Deceased

Charles R. Wiseman

CHARLES R. WISEMAN, Trustee for the Ed M. Wiseman Marital Trust and as Co-Independent Executor of the Estate of Blanche Wiseman, Deceased

DECLARANT:

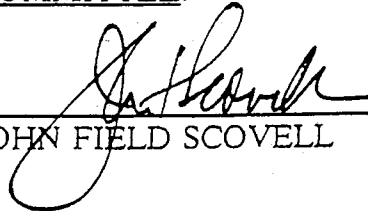
HILL COUNTRY ESTATES JOINT VENTURE.  
a Texas joint venture

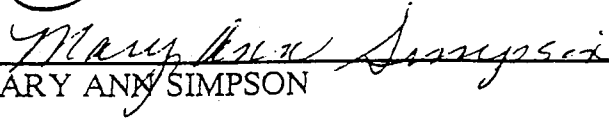
By: Woodbine Legacy Trails, Ltd.,  
a Texas limited partnership,  
its managing joint venturer

By: JFS Investors, Inc.,  
a texas corporation.  
its sole general partner

By: John Field Scovell D-17  
Name: John Field Scovell  
Title: President

COMMITTEE:

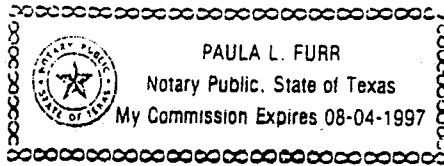
  
D10  
\_\_\_\_\_  
JOHN FIELD SCOVELL

  
\_\_\_\_\_  
MARY ANN SIMPSON

  
\_\_\_\_\_  
CHARLES R. WISEMAN

STATE OF TEXAS       §  
  §  
COUNTY OF BEXAR   §

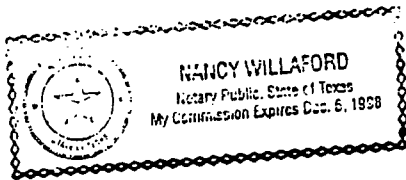
This instrument was acknowledged before me on the 22<sup>nd</sup> day of September 1994, by ED M. WISEMAN, as Trustee of the Ed M. Wiseman Marital Trust and as Co-Independent Executor of the Estate of Blanche Wiseman, Deceased.



Paula L. Furr  
Notary Public, State of Texas  
Notary's Printed Name:  
PAULA L. Furr  
My Commission Expires: 8-4-97

STATE OF TEXAS       §  
  §  
COUNTY OF BEXAR   §

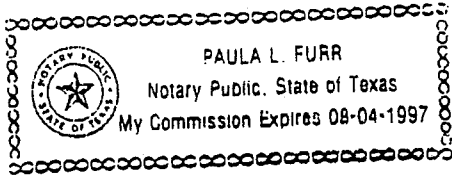
This instrument was acknowledged before me on the 17 day of January, <sup>1995</sup>~~1994~~, by MARY ANN SIMPSON, as Trustee of the Ed M. Wiseman Marital Trust, as Co-Independent Executor of the Estate of Blanche Wiseman, Deceased, and in her individual capacity.



Nancy Willaford  
Notary Public, State of Texas  
Notary's Printed Name:  
NANCY WILLAFORD  
My Commission Expires: 12-6-98

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR     §

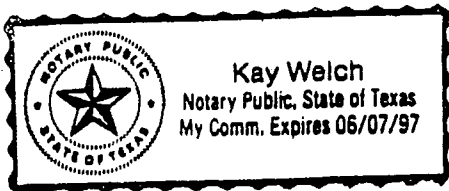
This instrument was acknowledged before me on the 22<sup>nd</sup> day of September 1994, by CHARLES R. WISEMAN, as Trustee of the Ed M. Wiseman Marital Trust, as Co-Independent Executor of the Estate of Blanche Wiseman, Deceased, and in his individual capacity.



Paula L. Furr  
Notary Public, State of Texas  
Notary's Printed Name:  
Paula L. Furr  
My Commission Expires: 8-4-97

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 26 day of September 1994, by JOHN FIELD SCOVELL in his individual capacity.



Kay Welch  
Notary Public, State of Texas  
Notary's Printed Name:  
\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

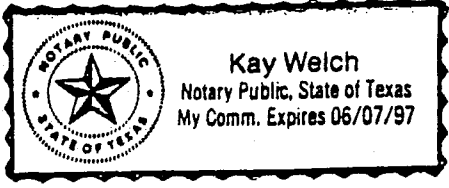
FILED 09 17 2013

STATE OF TEXAS       §  
  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 26 day of September, 1994,  
by John Field Scovell, President of JFS Investors, Inc., a  
Texas corporation and the sole general partner of Woodbine/Legacy Trails, Ltd., a Texas  
limited partnership and the managing venturer of Hill Country Resort Estates Joint Venture,  
a Texas joint venture, on behalf of said corporation, partnership and joint venture.

Kay Welch  
Notary Public, State of Texas  
Notary's Printed Name:

My Commission Expires: \_\_\_\_\_



SCHEDULE I

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Each and every Owner of record of a Lot (hereinafter defined), or subdivided portion thereof, shall automatically become and must remain a Member (herein so called) in good standing of the Master Association. Membership in the Master Association shall be appurtenant to and may not be separated from ownership of a Lot. Any transfer of title to a Lot, or subdivided portion thereof, shall operate automatically to transfer membership in the Master Association appurtenant to such Lot to the new Owner thereof. As used herein, the term "Lot" shall mean and refer to any parcel, plot or tract of land identified by site and block number shown upon any recorded subdivision map of the Real Property.

Section 2. Classes of Voting Members. The Master Association shall have two classes of voting membership.

Class A. "Class A Members" shall be all Members with the exception of Declarant and the Wisemans. Each Class A Member shall be entitled to one (1) vote for each dollar assessed by the Master Association for the most recent annual assessment, pursuant to the provisions of this Supplemental Declaration, against the Lot(s) plus improvements thereon owned by such Member, as of the date of the notice of the meeting at which the vote is to be cast. When two (2) or more persons or entities hold undivided interests in any Lot, all such persons or entities shall be Class A Members; provided however, that the votes attributable to such Lot shall be exercised as they, among themselves, determine.

Class B. The "Class B Members" shall be the Declarant and the Wisemans. The Class B Members shall be entitled to ten (10) votes for each dollar assessed by the Master Association, pursuant to the provisions of this Supplemental Declaration, for the most recent annual assessment against the portions of the Real Property plus improvements thereon owned by such Member, as of the date of the notice of the meeting at which the vote is to be cast. Notwithstanding anything contained herein to the contrary, the Class B membership shall cease and be converted to Class A membership upon the happening of the earlier to occur of the following events:

- a. When the Declarant and the Wisemans, in the aggregate, own less than twenty percent (20%) of the land area within the Real Property (including any additions or annexations thereto); or

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b. December 31, 2020.

Section 3. Voting, Quorum and Notice Requirements. Except as set forth in Article II, Section 5 and Section 6 hereof, the vote of the majority of the votes entitled to be cast by the Members present, or represented by legitimate proxy, at a legally constituted meeting at which a quorum is present, shall be the act of the Members meeting. The number of votes present at a meeting that will constitute a quorum shall be as set forth in the Bylaws of the Master Association, as amended from time to time. Notice requirements for all action to be taken by the Members of the Master Association shall be as set forth herein or in its Bylaws, as the same may be amended from time to time.

Section 4. Assignability of Voting Rights. Any Owner may collaterally assign its voting rights to the beneficiary of a first lien deed of trust or first mortgage covering the Lot or subdivided part thereof owned by an Owner as additional security, which assignment shall not be effective until written notice thereof is actually received by the Master Association, together with evidence of said beneficiary's or mortgagee's entitlement to cast said votes.

## ARTICLE II

### COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Obligation of Assessments. Each of Declarant and the Wisemans, for each Lot owned by it within the Real Property, hereby covenants and agrees, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree (and such covenant shall be deemed to constitute a portion of the purchase money and consideration for acquisition of the Lot), to pay to the Master Association (or to an independent entity or agency which may be designated by the Master Association to receive such monies): (i) regular annual assessments or charges; and (ii) special assessments or charges, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made and shall also be the continuing personal obligation of the then existing Owner of such Lot at the time when the assessment became due. For those Lots which are located in areas subject to a Cell Association, the Master Association shall bill the Cell Association for the assessments attributable to the Lots within the area covered by such Cell Association, instead of billing each Owner separately. In which case, the Cell Association will (i) include within its assessments to each Owner the assessments from the Master Association attributable to each Lot owned by such Owner, and (ii) forward to the Master Association those assessments due to the Master Association which are collected from the Owners. The foregoing provisions regarding billing Cell Associations are merely for the convenience of the Owners and shall in no way reduce the obligation of any Owner to pay assessments to the Master Association as provided herein. Furthermore, the assessments shall remain a

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personal obligation of each Owner and may be enforced by the Master Association as provided herein.

Section 2. Purpose of Assessments. The assessments levied by the Master Association shall be used only for the purpose of maintaining the Master Common Areas and Facilities and for carrying out the purposes of the Master Association as stated in its Articles of Incorporation and as stated herein, including without limitation, (i) planting, general maintenance (including the cost of water usage and sprinkler repair), illumination (including related utilities and light and/or fixture installation and replacements), signage, sweeping, striping, lighting, and improving and maintaining streets and roads, where applicable, (ii) maintenance, repair and relocation of improvements to enhance and beautify Master Common Areas and Facilities, (iii) taxes attributable to Master Common Areas and Facilities, (iv) liability insurance premiums attributable to Master Common Areas and Facilities, (v) the Master Association's reasonable overhead costs attributable to Master Common Areas and Facilities maintenance, (vi) costs of capital reserves established for the replacement and repair of improvements located in Master Common Areas and Facilities, (vii) security costs, (viii) all other such similar expenses incurred by the Master Association, in its discretion, in good faith to maintain the Master Common Areas and Facilities and carry out the purposes of the Master Association.

Section 3. Basis and Amount of Annual Assessment. Each calendar year the Board of Directors of the Master Association (the "Board") shall set the amount of the annual assessment for each Lot, taking into consideration, among other things, the then current maintenance costs, any estimated increase in maintenance costs, the future needs of the Master Association and the assessed value of each Lot plus improvements located thereon. Except as provided below with respect to the amount of the annual assessment against Residential Lots, the amount of the annual assessment for each Lot as set by the Board shall be based upon the value of each Lot plus the improvements located thereon as assessed by the Bexar County Appraisal District, or its successor, for ad valorem tax purposes for the preceding year, but shall not exceed the rate of 50 cents (\$ .50) per one hundred dollars (\$100.00) of such value (the "Maximum Rate") unless increased as set forth in Section 5 below. Except as provided hereinbelow with respect to limits on assessments against Residential Lots, the rate set by the Board and the basis of the assessments shall be the same for each Lot. Notwithstanding anything in this Supplemental Declaration to the contrary, the amount of the annual assessments to be assessed against each Residential Lot shall be \_\_\_\_\_ (\$ 00.00) per annum for calendar year 1995, and may be increased by the Board in its discretion each year thereafter; provided, however, in no event shall the percentage by which such annual assessment as so increased exceeds \$ 00.00 be more than the percentage by which the Comparison CPI (as hereinafter defined) exceeds the Base CPI (as hereinafter defined), and the amount of the annual assessment assessed for any calendar year shall be the same for each Residential Lot. For purposes of this Section: (i) "Comparison CPI" shall mean and refer to the latest Consumer Price Indices publicly reported for the previous calendar year of the subject annual assessment; (ii) "Base CPI" shall mean and refer to the latest Consumer Price Indices



shall be given to all Members at least thirty (30) days in advance of the meeting and shall set forth the purpose of the meeting.

Section 7. Commencement Date of Annual Assessments. The first annual assessments provided for herein shall commence with the year 1995 and shall continue thereafter from year to year.

Section 8. Due Date of Assessments. The first annual assessments (for calendar year 1995) shall become due and payable on January 1, 1996, and shall be delinquent if not paid by February 1, 1996. The assessments for any year after 1995 shall become due and payable on January 1 of the following year and shall be delinquent if not paid by February 1 of such following year. The due date and delinquent date of any special assessment levied pursuant to Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 9. Duties of the Board with Respect to Assessments. In the event of the establishment or revision of the amount or rate of the regular annual assessment, or establishment of a special assessment, the Board shall fix the amount of the assessment against each Lot or subdivided part thereof and the applicable due date(s) for each assessment at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots or subdivided part thereof and assessments applicable thereto which shall be kept in the office of the Master Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be delivered or mailed to every Owner of record subject thereto.

The Board shall, upon the request of an Owner and the payment of a reasonable charge established by the Board, caused to be furnished to any such Owner liable for said assessment a certificate in writing signed by an officer of the Master Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid.

Section 10. Owner's Personal Obligation for Payment of Assessments. The annual and special assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such assessments. No Owner may exempt himself from liability for such assessments. In the event of default in the payment of any such assessment, the Owner of the Lot shall be obligated to pay interest at the rate of fifteen percent (15%) per annum, or the maximum legal rate per annum, whichever is lower, on the amount of the assessment from the due date thereof, together with all costs and expenses of collection, including attorneys' fees. Notwithstanding the foregoing, such interest shall not begin to accrue, and such collection costs shall not be assessed, until the defaulting Lot Owner has been notified in writing of the existence and the amount of the default, by certified or registered mail, postage prepaid, return receipt requested.

Section 11. Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall, together with interest as provided in Section 10

hereof and the cost of collection, including attorney's fees as hereinafter provided, thereupon become a continuing lien and charge on the Lot covered by such assessment, which shall bind such Lot in the hands of the then Owner and all future Owners of the Lot, together with their respective heirs, devisees, personal representatives, successors and assigns. The aforesaid lien shall be superior to all other liens and charges against the Lot, except for tax liens and mortgage or deed of trust liens of record in favor of any bank, savings and loan association, insurance company, pension fund or other financial institution or investment group securing sums borrowed for the acquisition of the Lot in question or construction of improvements thereon, or the refinancing of any such borrowing securing sums borrowed for the acquisition of the Lot in question or construction of improvements thereon. The Master Association, acting through its Board, shall have the power to subordinate the aforesaid assessment lien to any other lien. Such power shall be entirely discretionary with the Board. To evidence the aforesaid assessment lien, the Master Association shall prepare a written notice of assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Lot covered by such lien and a description of the Lot. Such notices shall be signed by one of the officers of the Master Association and shall be recorded in the office of the County Clerk of Bexar County, Texas. Such lien for payment of assessments shall attach with the priority above set forth from the date that such payment becomes delinquent as set forth in Section 8 above and may be enforced by the foreclosure of the defaulting Owner's Lot by the Master Association in like manner as a mortgage on real property subsequent to the recording of a notice of assessment lien as provided above, or the Master Association may institute suit against the Owner personally obligated to pay the assessments and/or for judicial foreclosure of the aforesaid lien. In any foreclosure proceeding, whether judicial or non-judicial, the Owner shall be required to pay the costs, expenses and reasonable attorney's fees incurred. The Master Association shall have the power to bid on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

### ARTICLE III

#### GENERAL DUTY, POWERS AND AUTHORITY OF THE Master Association

Section 1. Board of Directors. The affairs of the Master Association shall be managed by the Board which has been or will be established and which shall conduct regular and special meetings according to the provisions of the Bylaws of the Master Association. The number of directors and the initial members of the Board shall be as set forth in the Articles of Incorporation of the Master Association.

Section 2. Duty of the Master Association. In addition to the powers and authority granted to it by its Articles of Incorporation or this Supplemental Declaration, and without limiting the generality thereof, the Master Association shall have the duty to operate, maintain or otherwise manage or provide for the operation, maintenance or management of the Master Common Areas and Facilities. Such responsibilities shall include, but not be limited to, mowing, pruning, fertilizing, preservation and replacement of the landscaping and

the upkeep and maintenance of sprinklers, irrigation mains and laterals, sprinkler heads, equipment, water pumps, signs, lighting, planting boxes, ponds, lakes and other landscape amenities and improvements, located in such areas.

Section 3. Powers and Authority of the Master Association. The Master Association shall have all of the powers of a non-profit corporation organized under the Non-Profit Corporation Act of the State of Texas, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the By-Laws or this Supplemental Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Master Association under this Supplemental Declaration, the Articles of Incorporation and the By-Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Master Association, including without limitation:

- a. To levy and collect assessments on the Owners of Lots and to enforce payment of such assessments all in accordance with this Supplemental Declaration;
- b. To enter into contracts with Owners of Lots to provide landscape maintenance services to such Owners for a fee. Any such contracts shall be self-supporting, so that all of the costs, including administrative costs, thereof are charged to the Lot Owner who is a party to the contract, and not to the Master Association;
- c. To enter into contracts with Owners of Lots to provide any other services to such Owners for a fee. Any such contracts shall be self-supporting, so that all of the costs, including administrative costs, thereof are charged to the Lot Owner who is a party to the contract, and not to the Master Association;
- d. To enter into contracts with municipal entities to provide landscape maintenance services within any landscaped medians or other rights-of-way dedicated to the public;
- e. To make reasonable rules and regulations for the operation of the Master Common Areas and Facilities as specified herein and to amend them from time to time, provided that any rule or regulation may be amended or repealed by an instrument in writing signed by the Owners of a majority of the total eligible votes of the membership of the Master Association;
- f. To enter into agreements or contracts with insurance companies with respect to insurance coverage for the benefit of the Master Association;

- g. To enter into agreements or contracts with utility companies with respect to utility installation, consumption and service matters;
- h. To enter into contracts, maintain one or more bank accounts and generally to have all the powers necessary or incidental to the operation and management of the Master Association;
- i. To sue or defend in any court, administrative agency or other tribunal on behalf of the Master Association and its members;
- j. To provide adequate reserves for repairs and replacements;
- k. To make available to each Owner within sixty (60) days after the end of each year an annual report and, upon the written request of one-third (1/3) of the Members, to have such report audited by an independent certified public accountant, which audited report shall be made available to each Member within thirty (30) days after completion;
- l. Pursuant to Article II herein, to adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property; and if proceeds are insufficient to repair damage or replace lost property, to assess the Members in proportionate amounts to cover the deficiency;
- m. To suspend the voting rights of a Member for any period during which any assessment against such Member's Lot remains unpaid;
- n. To provide or cause to be provided to the Master Association and its Members security services with respect to the Real Property or the Lots contained therein;
- p. To employ a manager or firm to manage the affairs and property of the Master Association, to employ independent contractors, or such other employees as it may deem necessary, and to prescribe their duties and to set their compensation;
- q. To retain the services of legal and accounting firms;
- r. To enforce the provisions of this Supplemental Declaration and any rules made hereunder and to enjoin and/or seek damages from any Owner for violation of such provisions or rules;
- s. To contract with any Owner (including without limitation the Declarant) for performance, on behalf of the Master Association, of services which the Master Association is otherwise required to perform pursuant to the terms

hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and in the best interest of the Master Association; and

- t. To take any and all other actions and to enter into any and all other agreements as may be necessary or proper for the fulfillment of the purposes set forth herein or for the enforcement of the Restrictions as amended by this Supplemental Declaration.

Section 4. Liability Limitations. Neither any Member, nor the Board (nor any of them), nor the officers of the Master Association shall be personally liable for debts contracted for or otherwise incurred by the Master Association or for a tort of another Member, whether or not such other Member was acting on behalf of the Master Association or otherwise. Neither the Declarant, the Master Association, its directors, officers, agents or employees shall be liable for any incidental or consequential damages for failure to inspect any premises, improvements or portions thereof or for failure to repair or maintain the same. The Declarant, the Master Association or any other person, firm or association liable to make such repairs or maintenance shall not be liable for any personal injury or other incidental or consequential damages occasioned by any act or omission in the repair or maintenance of any premises, improvements or portions thereof.

Section 5. Reserve Funds. The Board in its discretion may establish reserve funds which shall be maintained and accounted for separately from other funds maintained for annual operating expense and may establish separate, irrevocable trust accounts in order to better demonstrate that the amounts deposited therein are capital contributions and not net income to the Master Association. The aggregate deposits in such reserve funds shall not exceed at any time two-thirds (2/3) of the then current aggregate annual assessment by the Master Association for all Lots.

EXHIBIT A

51.25 acre tract of land being out of the B.B.B. and C.R.R. Company Survey No. 403, Abstract No. 100, County Block 4419, the J.V. Dismowity Survey No. 404, Abstract 1039, County Block 4397, and the B.B.B. and C.R.R. Company Survey No. 402, Abstract 101, County Block 4398, and also being out of a 774.16 acre tract of land as recorded in Volume 2955, Pages 1174 through 1186 of the Real Property Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a point for the northeast corner of the herein described tract of land, said point also being in the west right-of-way line of Hunt Lane, Westover Hills Subdivision Unit-14, as approved by the City of San Antonio Planning Commission on January 5, 1990, for the P.C. of a curve to the right which bears S 36°25'46" E, a distance of 174.86 feet to the P.C. of a curve to the right with a central angle of 00°57'32", a radius of 3,088.53 feet, a chord bearing of S 54°31'46" E, a chord distance of 51.69 feet, and an arc length of 51.69 feet from the Point of Intersection of the west right-of-way line of Hunt Lane with the south right-of-way line of Westover Hills Boulevard as recorded in Westover Hills Subdivision Unit-1A, Volume 9511, Pages 40 through 45 of the Deed and Plat Records of Bexar County, Texas;
- THENCE:** Along the west right-of-way line of Hunt Lane with said curve to the right whose elements are a central angle of 26°55'07", a radius of 3,088.53 feet, a chord bearing of S 22°00'40" E, a chord distance of 1,437.75 feet, and an arc distance of 1,451.06 feet to a point for the P.R.C. of a curve to the left;
- THENCE:** Continuing along the west right-of-way line of Hunt Lane with said curve to the left whose elements are a central angle of 07°14'25", a radius of 2,980.36 feet, a chord bearing of S 12°10'19" E, a chord distance of 376.36 feet, and an arc length of 376.61 feet to a point for the P.T. of this curve;
- THENCE:** N 86°27'59" W, departing the west right-of-way line of Hunt Lane a distance of 804.83 feet to an angle point;
- THENCE:** S 77°07'18" W, a distance of 732.09 feet to an angle point;
- THENCE:** N 23°48'23" W, a distance of 430.42 feet to an angle point;
- THENCE:** N 02°31'09" W, a distance of 676.09 feet to an angle point;
- THENCE:** N 24°02'27" W, a distance of 223.67 feet to an angle point;
- THENCE:** N 65°38'20" E, a distance of 387.90 feet to an angle point;

THENCE: N 65°36'24" E, a distance of 922.30 feet to the POINT OF BEGINNING and containing 51.25 acres (2,232,525 square feet) of land, more or less, in Bexar County, Texas.

A 45.82 acre tract being out of the J.V. Dignowity Survey No. 404, Abstract No. 1039, County Block 4397, the B.B.B. and C.R.R. Company Survey No. 402, Abstract No. 101, County Block 4398, and also being out of a 774.16 acre tract as recorded in Volume 2955, Pages 1174 through 1186 of the Real Property Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a point in the north right-of-way line of Military Drive West, Westover Hills Subdivision Unit-14, as approved by the City of San Antonio Planning Commission on January 5, 1990, for the P.C. of a curve to the left which bears S 48°21'35" W, a distance of 34.70 feet from the point of intersection of the aforementioned north right-of-way line of Military Drive West with the west right-of-way line of Hunt Lane, Westover Hills Subdivision Unit-14, as approved by the City of San Antonio Planning Commission on January 5, 1990;
- THENCE:** Along the north right-of-way line of Military Drive West with said curve to the left whose elements are a central angle of 12°53'23", a radius of 2,321.73 feet, a chord bearing of S 41°54'53" W, a chord distance of 521.21 feet, and an arc length of 522.31 feet to the P.T. of this curve;
- THENCE:** S 38°28'12" W, continuing along the north right-of-way line of Military Drive West, a distance of 995.80 feet to an angle point;
- THENCE:** N 25°52'34" W, departing the north right-of-way line of Military Drive West, a distance of 786.93 feet to an angle point;
- THENCE:** N 40°29'12" W, a distance of 713.37 feet to an angle point;
- THENCE:** N 15°22'21" W, a distance of 478.86 feet to an angle point;
- THENCE:** N 73°20'50" E, a distance of 627.39 feet to an angle point;
- THENCE:** S 25°43'41" E, a distance of 121.80 feet to an angle point;
- THENCE:** S 86°47'49" E, a distance of 222.00 feet to an angle point;
- THENCE:** N 52°33'38" E, a distance of 609.49 feet to a point being in the aforementioned west right-of-way line of Hunt Lane for the P.C. of a curve to the left;
- THENCE:** Along the west right-of-way line of Hunt Lane with said curve to the left whose elements are a central angle of 12°08'11", a radius of 2,989.36 feet, a chord bearing of S 27°27'43" E, a chord distance of 630.13 feet, and an arc length of 631.31 feet to the P.T. of this curve;

Field Notes for  
45.82 Acre Tract  
Page 2 of 2

THENCE: S 33°31'48" E, continuing along the west right-of-way line of Hunt Lane, a distance of 391.88 feet to a point for the P.C. of a curve to the right;

THENCE: Along said curve to the right whose elements are a central angle of 81°53'23", a radius of 40.00 feet, a chord bearing of S 07°24'53" W, a chord distance of 52.43 feet, and an arc length of 57.17 feet to the POINT OF BEGINNING and containing 45.82 acres (1,995,828 square feet) of land, more or less, in Bexar County, Texas.

PREPARED BY: PAPE-DAWSON CONSULTING ENGINEERS, INC.  
JOB NO.: 2780-21-05  
DATE: August 31, 1990  
DOC ID: 831/6

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A 21.82 acre tract of land being out of the B.B.B. and C.R.R. Company Survey No. 256, Abstract No. 102, County Block 4394, the B.B.B. and C.R.R. Company Survey No. 402, Abstract 101, County Block 4398, and also being out of a 774.16 acre tract of land as recorded in Volume 2955, Pages 1174 through 1186 of the Real Property Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a point in the north right-of-way line of Military Drive West, Westover Hills Subdivision Unit-14, as approved by the City of San Antonio Planning Commission on January 5, 1990, for the southwest corner of the herein described tract of land which bears N 46°52'28" E, a distance of 38.74 feet to a point for the P.C. of a curve to the right with a central angle of 16°21'14", a radius of 1,532.18 feet, a chord bearing of N 55°03'03" E, a chord distance of 435.85 feet, and an arc length of 437.33 feet from the point of intersection of the aforementioned north right-of-way line of Military Drive West with the east right-of-way line of Rogers Road, Westover Hills Subdivision Unit-15, as approved by the City of San Antonio Planning Commission on January 5, 1990;
- THENCE:** N 46°11'01" W, departing the north right-of-way line of Military Drive West, a distance of 750.54 feet to an angle point;
- THENCE:** N 61°29'18" E, a distance of 818.56 feet to an angle point;
- THENCE:** S 73°27'08" E, a distance of 419.14 feet to an angle point;
- THENCE:** N 79°54'07" E, a distance of 530.79 feet to an angle point;
- THENCE:** S 63°37'28" E, a distance of 329.85 feet to a point being in the north right-of-way line of Military Drive West for the P.C. of a curve to the right;
- THENCE:** Along the north right-of-way line of Military Drive West with said curve to the right whose elements are a central angle of 21°25'47", a radius of 2,047.00 feet, a chord bearing of S 56°45'18" W, a chord distance of 761.17 feet, and an arc length of 765.62 feet to a point for the P.T. of this curve;
- THENCE:** S 67°28'12" W, continuing along the north right-of-way line of Military Drive West, a distance of 712.28 feet to a point for the P.C. of a curve to the left;

Field Notes for  
21.82 Acre Tract  
Page 2 of 2

**THENCE:** Continuing along the north right-of-way line of Military Drive West with said curve to the left whose elements are a central angle of  $04^{\circ}14'32''$ , a radius of 1,532.18 feet, a chord bearing of  $S 65^{\circ}20'56'' W$ , a chord distance of 113.42 feet, and an arc length of 113.44 feet to the POINT OF BEGINNING and containing 21.82 acres (950,679 square feet) of land, more or less, in Bexar County, Texas.

PREPARED BY: PAPE-DANSON CONSULTING ENGINEERS, INC.  
JOB NO.: 2780-21-06  
DATE: August 31, 1990  
DOC ID: 631/1

Being a 5.696 acre tract of land out of B.B.B. & C.R.R. Co. Survey No. 402, Abstract 101, County Block 4398, Bexar County, Texas, the said 5.696 acre tract of land being a portion of a 774.16 acre tract of land described on Exhibit "A", as recorded in Volume 9555, Pages 1174 through 1186 of the Official Real Property Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING: At a point in the northwest corner of the said 774.16 acre tract of land, and proceeding along the following course:

S 27°20'38" E, a distance of 2,007.56 feet to the northeast corner and POINT OF BEGINNING of the herein described tract of land;

THENCE: S 52°22'02" E, a distance of 430.42 feet to an angle point;

THENCE: S 38°42'27" E, a distance of 368.18 feet to an angle point;

THENCE: S 38°34'24" W, a distance of 452.58 feet to an angle point;

THENCE: N 24°15'35" W, a distance of 939.40 feet to an angle point;

THENCE: N 63°55'19" E, a distance of 108.07 feet to the POINT OF BEGINNING, and continuing 5.696 acres (248,102 square feet) of land, more or less, in Bexar County, Texas.

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Being a 4.868 acre tract of land out of B.B.B. & C.R.R. Co. Survey No. 402 Abstract 101, County Block 4398, Bexar County, Texas, the said 4.868 acre tract of land being a portion of a 774.16 acre tract of land described on Exhibit "A", as recorded in Volume 9555, Pages 1174 through 1186 of the Official Real Property Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING: At a point in the northwest corner of the said 774.16 acre tract of land, and proceeding along the following course:

S 24°15'35" E, a distance of 261.54 feet to the northwest corner and POINT OF BEGINNING of the herein described tract of land;

THENCE: S 13°32'56" E, a distance of 491.14 feet to an angle point;

THENCE: S 01°45'24" E, a distance of 310.06 feet to an angle point;

THENCE: S 75°33'51" W, a distance of 130.42 feet to angle point;

THENCE: N 24°15'35" W, a distance of 855.35 feet to an angle point;

THENCE: N 83°31'30" E, a distance of 355.44 feet to the POINT OF BEGINNING, and containing 4.868 acres (212,057 square feet of land, more or less, in Bexar County, Texas.

A 0.608 acre tract of land out of B.B.B. & C.R.R. Co. Survey No. 402, Abstract 101, County Block 4390, Bexar County Texas, the said 0.608 acre tract of land being a portion of a 774.16 acre tract of land described on Exhibit "A", a recorded in Volume 9555, Pages 1174 through 1186 of the Official Real Property Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

**COMMENCING:** At a point in the northwest corner of the said 774.16 acre tract and proceeding along the following course:  
N 65°38'20" E, a distance of 902.21 feet to the northwest corner and POINT OF BEGINNING of the herein described tract of land;  
**THENCE:** N 65°38'20" E, a distance of 958.73 feet to an angle point;  
**THENCE:** S 278°33'07" W, a distance of 86.62 feet to an angle point;  
**THENCE:** S 68°48'03" W, a distance of 408.30 feet to an angle point;  
**THENCE:** S 69°18'05" W, a distance of 483.86 feet to the POINT OF BEGINNING, and containing 0.608 acre (26,476 square feet) of land, more or less, in Bexar County, Texas.

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Being a 0.167 acre tract of land out of B.B.B. & C.R.R. Co. Survey No. 402. Abstract 101, County Block 4398, Bexar County, Texas, the said 0.167 acre tract of land being a portion of a 774.16 acre tract of land described on Exhibit "A", as recorded in Volume 9555, Pages 1174 through 1186 of the Official Real Property Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

**BEGINNING:** At a point in the northwest corner of the said 774.16 acre tract of land, said point also being the northwest corner of the herein described tract of land;

**THENCE:** N 65°38'20" E, a distance of 285.30 feet to an angle point;

**THENCE:** S 45°49'02" W, a distance of 84.93 feet to an angle point;

**THENCE:** S 65°04'55" W, a distance of 205.46 feet to an angle point;

**THENCE:** N 24°15'35" W, a distance of 30.80 feet to the POINT OF BEGINNING, and containing 0.167 acre (7,271.668 square feet) of land, more or less, in Bexar County, Texas.

EXHIBIT B

An 18.4005 acre (801,526 square feet) tract of land, out of the J.V. Dignowity Survey No. 404, Abstract 1039, County Block 4397, Bexar County, Texas. The said 18.4005 acre tract of land, being comprised of a portion of a 50.0 acre tract of land as recorded in Volume 3586, Pages 873-874, and a portion of a 50.0 acre tract of land as recorded in Volume 3586, Pages 875-876 of the Real Property Records of Bexar County, Texas and being more particularly described by notes and bounds as follows:

**COMMENCING:** At a found  $\frac{1}{4}$ " iron rod on the easterly right-of-way line of Hunt Lane (110 feet right-of-way), said point being the northerly curve return for the intersection of the said easterly right-of-way line of Hunt Lane with the northerly right-of-way line of Military Drive West (86 feet right-of-way) both recorded in Westover Hills, Unit-14 in Volume 9524, Pages 156-164 of the Deed and Plat Records of Bexar County, Texas;

**THENCE:** N  $33^{\circ}31'48''$  W, a distance of 302.50 feet along the said easterly right-of-way line of Hunt Lane to a set  $\frac{1}{4}$ " iron rod with yellow cap marked "Pape-Dawson" for the southwest corner and **POINT OF BEGINNING** of the herein described tract of land;

**THENCE:** Continuing along the said easterly right-of-way line of Hunt Lane as follows:

N  $33^{\circ}31'48''$  W, a distance of 70.11 feet to a found  $\frac{1}{4}$ " iron rod for a point of curvature;

Northerly, along the arc of a curve to the right, a distance of 1,251.34 feet, said curve having a radius of 2,870.36 feet, a central angle of  $24^{\circ}58'41''$ , a chord bearing of N  $21^{\circ}02'23''$  W and a chord distance of 1,241.45 feet to a found  $\frac{1}{4}$ " iron rod for a point of reverse curvature; and

**THENCE:** Northerly, along the arc of a curve to the left, a distance of 141.45 feet, said curve having a radius of 3,198.53 feet, a central angle of  $02^{\circ}32'01''$ , a chord bearing of N  $09^{\circ}49'07''$  W and a chord distance of 141.43 feet to a set  $\frac{1}{4}$ " iron rod with yellow cap marked "Pape-Dawson" for the northwest corner of the herein described tract of land;

**THENCE:** S  $88^{\circ}18'38''$  E, a distance of 201.62 feet departing from the said easterly right-of-way line of Hunt Lane to a set  $\frac{1}{4}$ " iron rod with yellow cap marked "Pape-Dawson" for a point of curvature of a non-tangent curve;

- THENCE: Northerly, along the arc of a curve to the left, a distance of 12.72 feet, said curve having a radial bearing of S 89°48'38" W, a radius of 875.00 feet, a central angle of 00°49'59", a chord bearing of N 00°36'22" W and a chord distance of 12.72 feet to a set 1/4" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: N 88°58'39" E, a distance of 50.00 feet to a set 1/4" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: N 86°12'37" E, a distance of 260.64 feet to a set 1/4" iron rod with yellow cap marked "Pape-Dawson" for the northeast corner of this tract or the southwest line of a 239.488 acre tract recorded in Volume 2886, Pages 2938-2950 of the Official Public Records of Real Property of Bexar County, Texas;
- THENCE: S 24°29'52" E, with the southwest line of the said 239.488 acre tract, a distance of 1,204.14 feet to a set 1/4" iron rod with yellow cap marked "Pape-Dawson" for the southeast corner of the herein described tract of land;
- THENCE: S 65°27'08" W, departing said line, a distance of 128.35 feet to a set 1/4" iron rod with yellow cap marked "Pape-Dawson";
- THENCE: S 24°32'52" E, a distance of 38.04 feet to a set 1/4" iron rod with yellow cap marked "Pape-Dawson" for a point of curvature;
- THENCE: Southerly, along the arc of a curve to the left, a distance of 21.03 feet, said curve having a radius of 25.00 feet, a central angle of 48°11'23", a chord bearing of S 48°38'33" E and a chord distance of 20.41 feet to a set 1/4" iron rod with yellow cap marked "Pape-Dawson" for a point of reverse curvature;
- THENCE: Along the arc of a curve to the right, a distance of 241.19 feet, said curve having a radius of 50.00 feet, a central angle of 276°22'46", a chord bearing of S 65°27'08" W and a chord distance of 66.67 feet to a set 1/4" iron rod with yellow cap marked "Pape-Dawson" for a point of reverse curvature;
- THENCE: Northerly along the arc of a curve to the left, a distance of 21.03 feet, said curve having a radius of 25.00 feet, a central angle of 48°11'23", a chord bearing of N 00°27'10" W and a chord distance of 20.41 feet to a set 1/4" iron rod with yellow cap marked "Pape-Dawson";

**THENCE:** S 65°27'08" W, a distance of 216.96 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" for a point of curvature, of a non-tangent curve;

**THENCE:** Southerly, along the arc of a curve to the left, a distance of 21.03 feet, said curve having a radial bearing of N 56°28'12" E, a radius of 25.00 feet, a central angle of 48°11'23", a chord bearing of S 57°37'30" E, and a chord distance of 20.41 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" for a point of reverse curvature;

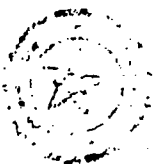
**THENCE:** Along the arc of a curve to the right, a distance of 241.19 feet, said curve having a radius of 50.00 feet, a central angle of 276°22'46", a chord bearing of S 56°28'12" W and a chord distance of 66.67 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" for a point of reverse curvature;

**THENCE:** Northerly along the arc of a curve to the left, a distance of 21.03 feet, said curve having a radius of 25.00 feet, a central angle of 48°11'23", a chord bearing of N 09°26'07" W and a chord distance of 20.41 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson" for a point of tangency;

**THENCE:** N 33°31'48" W, a distance of 15.16 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

**THENCE:** S 56°28'12" W, a distance of 130.00 feet to the POINT OF BEGINNING and containing 18.4005 acres of land in Bexar County, Texas. Said tract described in accordance with a survey prepared by Pape-Dawson Consulting Engineers, Inc.

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COUNTY CLERK BEXAR COUNTY, TEXAS

*Gerry Rickhoff*

JAN 23 1995

...tion which restricts the sale, rental, or use of the unclassified real  
PROPERTY because of race is hereby 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  
Public Record of Real Property of Bexar County, Texas on:

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

On Jan 18 1995

At 10:14am

Receipt #: 101783  
Recording: 61.00  
Doc/Mgmt: 6.00

Doc/Num : 95- 0009414

Deputy -Catherine Revilla

REORDER'S MEMORANDUM  
AT THE TIME OF RECORRATION, THIS  
INSTRUMENT WAS FOUND TO BE INADEQUATE  
FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
BECAUSE OF ILLEGIBILITY CARBON OR  
PHOTO COPY, DISCOLORED PAPER, ETC.

**SECOND AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS AND PERFORMANCE STANDARDS  
FOR  
WESTOVER HILLS - PHASE IV**

THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND PERFORMANCE STANDARDS FOR WESTOVER HILLS - PHASE IV (herein called this "Supplemental Declaration") is made to be effective as of the 12<sup>th</sup> day of August, 1998, by HILL COUNTRY RESORT ESTATES JOINT VENTURE, a Texas Joint venture ("Declarant") and by MARY ANN SIMPSON, CHARLES R. WISEMAN and JOHN FIELD SCOVELL in their individual capacities as members of the Committee.

**WITNESSETH:**

WHEREAS, Ed W. Wiseman, Trustee for the Ed W. Wiseman Marital Trust and Co-Independent Executor of the Estate of Blanche Wiseman, Deceased, Mary Ann Simpson, Trustee for the Ed M. Wiseman Marital Trust and as Co-Independent Executor of the Estate of Blanche Wiseman, Deceased, and Charles R. Wiseman, Trustee for the Ed M. Wiseman Marital Trust and as Co-Independent Executor of the Estate of Blanche Wiseman, Deceased (collectively hereinafter called the "Wisemans"), as the original declarant, have previously placed of record that certain Declaration of Protective Covenants and Performance Standards for Westover Hills Phase IV, dated September 6, 1990, recorded in Volume 4903, Page 1716 of the Real Property Records of Bexar County, Texas (the "Original Declaration"). The Original Declaration has heretofore been amended by that certain First Amendment and Supplement to Declaration of Protective Covenants and Performance Standards for Westover Hills - Phase IV, dated effective as of September 22, 1994, recorded in Volume 6318, Page 1601 of the Real Property Records of Bexar County, Texas (the "First Amendment"). The Original Declaration, as amended by the First Amendment, is referred to herein as the "Master Declaration." Capitalized terms used herein but not otherwise defined shall have the meaning given them in the Master Declaration.

WHEREAS, Article X of the Original Declaration provides that the Master Declaration may be modified or amended by recording an amendment executed by the Committee and the Declarant;

WHEREAS, pursuant to rights granted in Section 6.1 of the Original Declaration and Section 2 of the First Amendment, Declarant has heretofore formed several Cell Associations for the governance and operation of portions of the property covered by the Master Declaration. The Cell Associations currently in existence include Legacy Trails Cell-1 Homeowners' Association, Inc., which governs the area known as "The Greens," Legacy Trails Cell-2 Homeowners' Association, Inc., which governs the area known as "The Fairways," and Legacy Trails Cell-3 Homeowners' Association, Inc., which governs the area known as "The Retreat."

WHEREAS, approval of this Second Amendment by the Committee is evidenced by the execution hereof by a majority of its members; and

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17608.90602

*Ref to Certificate Title*

WHEREAS, Declarant now desires (with the consent of the Committee) to amend Article VIII of the Original Declaration (i) to modify the restrictions applicable to replatting of property in Westover Hills - Phase IV, (ii) to authorize and permit the annexation of additional property to areas covered by particular Cell Associations, and (iii) to provide for imposition of a late charge upon Owners who fail to pay assessments when due.

NOW, THEREFORE, Declarant (with the consent of the Committee) hereby declares as follows:

- 1. Article VIII of the Original Declaration is hereby amended by the addition of the following new Section 8.2.

8.2 Platting/Replatting by Owner. An Owner may, but only with the prior written consent of Declarant, execute, acknowledge and file for record in the office of the County Clerk of Bexar County, Texas, or with any other appropriate governmental or quasi-governmental authority. (i) any and all plats or replats or drawings of all or any portion of Westover Hills - Phase IV then owned by such Owner, and may thereby dedicate all public areas, easements and other matters shown on such plats to public use; in no event shall such Owner dedicate any streets on such plats without the prior written, specific approval of Declarant, and (ii) additional subdivision restrictions and/or amendments thereto with respect to any portion or portions of Westover Hills - Phase IV then owned by such Owner. The applicable Owner may indicate on each plat or drawing the Building Setback Lines applicable to the land covered by the plat. Any consents of any other Owners of Westover Hills - Phase IV which are required by law or by any governmental or quasi-governmental authority in connection with any platting or replatting shall be obtained, but no other consents except for Declarant's consent shall be required. Provided, however, in seeking Declarant's consent to any such plat or replat, Owner must submit along with a copy of the proposed plat or replat a written statement which specifically sets forth any matter on such plat or replat which may deviate from the requirements of the Master Declaration.

- 2. The Master Declaration is hereby amended to authorize the Declarant, with the consent of the Committee and with the joinder of the Owner of the property in question, if other than Declarant, from time to time to annex additional property into any previously created "Cell" of Legacy Trails, and in connection with such annexation to impose upon such additional property the conditions, covenants, performance standards and restrictions contained in the supplementary declaration pursuant to which such "Cell" was created. Without limitation, such authority shall apply to the existing "Cells" that were created pursuant to (a) that certain Second

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Supplement to Declaration of Protective Covenants and Performance Standards for Westover Hills - Phase IV, dated effective September 22, 1994, recorded in Volume 6318, Page 1632 of the Real Property Records of Bexar County, Texas (the "Second Supplement") which established Legacy Trails Cell-1 Homeowners' Association, Inc., (b) that certain Third Supplement to Declaration of Protective Covenants and Performance Standards for Westover Hills - Phase IV, dated effective September 22, 1994, recorded in Volume 6318, Page 1650 of the Real Property Records of Bexar Coupp, Texas (the "Third Supplement") which established Legacy Trails Cell-2 Homeowners' Association, Inc., and (c) that certain Fourth Supplement to Declaration of Protective Covenants and Performance Standards for Westover Hills - Phase IV, dated effective September 22, 1994, recorded in Volume 6318, Page 1669 of the Real Property Records of Bexar County, Texas (the "Fourth Supplement") which established Legacy Trails Cell-3 Homeowners' Association, Inc.

3. Article II, Section 10 of Schedule I of the First Amendment is hereby amended by the addition of the following provision to the end of such Section 10.

In addition to the foregoing, in the event of default in the payment of any such assessment, the Owner of the Lot covered by such assessment shall be obligated to pay a late charge in an amount equal to twelve (12%) of the amount due if such payment is not made within thirty (30) days of the date on which such payment was due and the obligation to pay such late charge shall be secured by any assessment lien, imposed on such Owner's Lot in connection with such unpaid assessment, whether or not expressly stated in any assessment lien notice. The late charge is intended to compensate for the administrative cost and inconvenience of dealing with late payments of assessments by the Owners of the Lots covered by such assessments, and shall be payable without the necessity that specific costs arising from the late payment be evidenced, documented or proven. However, the late charge is not intended to be liquidated damages or an election of remedies in respect of any late charge, and the Master Association shall have available all other or additional rights and remedies at law, in equity, or as provided in the Master Declaration in the event of default in the payment of any assessment.

4. All of the restrictions, covenants, easements, conditions, development standards, charges, liens and all of the terms and provisions contained in the Master Declaration, as modified and amended herein, shall continue to be applicable to all portions of the Real Property. The Master Declaration, except as expressly modified and amended herein, remains in full force and effect and is hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarant and the Committee have caused this instrument to be executed effective as of the day and year first above written.

**SIGNATURE PAGE FOR DECLARANT  
ATTACHED TO  
SECOND AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS AND PERFORMANCE STANDARDS  
FOR  
WESTOVER HILLS - PHASE IV**

HILL COUNTRY ESTATES JOINT VENTURE,  
a Texas joint venture

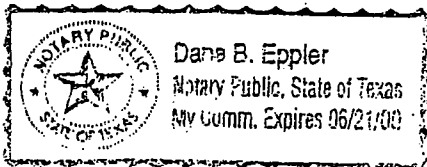
By: Woodbine/Legacy Trails, Ltd.,  
a Texas limited partnership,  
its managing joint venturer

By: Woodbine Investment Corporation,  
a Texas corporation,  
its sole general partner

By: Camilla Harder  
Name: Camilla Harder  
Title: Vice President

STATE OF TEXAS     §  
                              §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 12th day of August, 1998, by Camilla Harder, Vice President of Woodbine Investment Corporation, a Texas corporation and the sole general partner of Woodbine/Legacy Trails, Ltd., a Texas limited partnership and the managing venturer of Hill Country Resort Estates Joint Venture, a Texas joint venture, on behalf of said corporation, partnership and joint venture.



Dans B. Eppler  
Notary Public, State of Texas  
Notary's Printed Name:

SIGNATURE PAGE FOR MARY ANN SIMPSON  
ATTACHED TO  
SECOND AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS AND PERFORMANCE STANDARDS  
FOR  
WESTOVER HILLS - PHASE IV

Mary Ann Simpson  
MARY ANN SIMPSON

STATE OF TEXAS §

COUNTY OF BEXAR §  
§

This instrument was acknowledged before me on the 13 day of August, 1998, by  
Mary Ann Simpson in her individual capacity.

Sally Rivera Vasquez

Notary Public, State of Texas  
Notary's Printed Name:



SIGNATURE PAGE FOR CHARLES R. WISEMAN  
ATTACHED TO  
SECOND AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS AND PERFORMANCE STANDARDS  
FOR  
WESTOVER HILLS - PHASE IV

*Charles R. Wiseman*  
\_\_\_\_\_  
CHARLES R. WISEMAN

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the 13 day of August, 1998, by Charles W. Wiseman in his individual capacity.



*Sally Rivera Vasquez*  
\_\_\_\_\_  
Notary Public, State of Texas  
Notary's Printed Name:

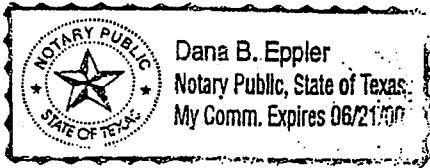
**SIGNATURE PAGE FOR JOHN FIELD SCOVELL  
 ATTACHED TO  
 SECOND AMENDMENT TO  
 DECLARATION OF PROTECTIVE COVENANTS AND PERFORMANCE STANDARDS  
 FOR  
 WESTOVER HILLS - PHASE IV**

*John Field Scovell*  
 \_\_\_\_\_  
 JOHN FIELD SCOVELL

STATE OF TEXAS      §  
                                  §  
 COUNTY OF BEXAR   §

YOL 7660 PG 2021

This instrument was acknowledged before me on the 13th day of August, 1998, by John Field Scovell in his individual capacity.



*Dana B. Eppler*  
 \_\_\_\_\_  
 Notary Public, State of Texas  
 Notary's Printed Name:

**RECORDERS MEMORANDUM**

At time of Recordation this instrument was found to be inadequate for good photographic reproduction due to : (illegibility, carbon or photo copy, discolored paper, deterioration, etc.)

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 herein by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

OCT 1 2 1998



*Gerry Rickhoff*  
 \_\_\_\_\_  
 COUNTY CLERK BEXAR COUNTY, TEXAS

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

On Oct 05 1998  
 At 3:07pm

Receipt #: 167113  
 Recording: 15.00  
 Doc/Mgmt: 6.00  
 Doc/Num : 98- 0177878  
 Deputy -Janie Sanchez