

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

THIS THIRD 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 ~~1st~~ 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 ("Declarant"), and by MARY ANN SIMPSON, CHARLES W. WISEMAN and JOHN FIELD SCOVELL in their individual capacities as a members of the Committee.

**W I T N E S S E T H:**

**WHEREAS**, Declarant is the owner of that certain tract or parcel of land located in Bexar County, Texas, which tract or parcel of land is more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes (hereinafter called the "Cell");

**WHEREAS**, 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"), which encumbers among other real property, the Cell;

**WHEREAS**, the Wisemans, as the original declarant, and Declarant have supplemented the Original Declaration 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");

**WHEREAS**, the Wisemans and Declarant have further supplemented the Original Declaration with that certain First Amendment and Supplement to Declaration of Protective Covenants and Performance Standards 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 "First Amendment") (the Original Declaration, the Residential Supplement and the First Amendment are sometimes collectively referred to herein as, the "Restrictions");

*Return to Pope Dawson, Engle's  
9310 Broadway Bldg. II  
SAN ANTONIO, TX - 78217  
c/s Jesse Pacheco*

WHEREAS, all capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Restrictions;

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, pursuant to Section 2 of the First Amendment, Declarant now desires (with the consent of the Wisemans and the Committee) to form Legacy Trails Cell-2 Homeowners' Association, Inc. to maintain, and levy assessments for the maintenance of the Common Areas and Common Facilities located within the Cell, subject to the terms and conditions contained herein.

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

1. Pursuant to rights granted in Section 6.1 of the Original Declaration and Section 2 of the First Amendment, contemporaneously herewith Declarant shall form Legacy Trails Cell-2 Homeowners' Association, Inc., a Texas non-profit corporation (the "Cell Association"). Declarant hereby assigns to the Cell 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 "Cell Common Areas and Facilities") which are located within the Cell. The rights and obligations of the Cell Association with respect to the Cell Common Areas and Facilities, as well as certain other matters relating to the Cell 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 Cell Association.

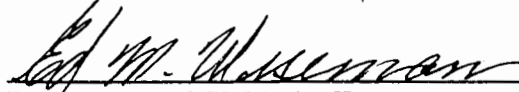
2. Membership in and obligations created under the Cell Association provided for herein shall be in addition to membership in and obligations created under the Master Association provided for in the First Amendment.

3. This Supplemental Declaration and the right of the Cell Association created hereby shall only affect owners of the Real Property within the Cell and shall not affect owners of any other Real Property evidenced by the Restrictions.

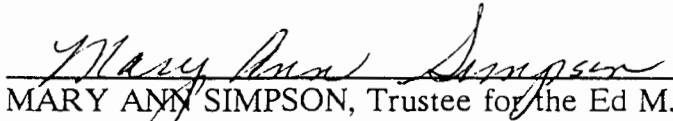
4. The Restrictions, except as expressly modified and amended herein, remain in full force and effect and are hereby ratified and confirmed.

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

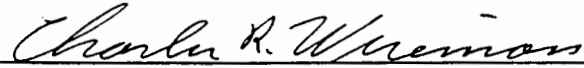
WISEMANS:



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



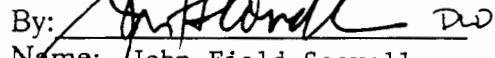
CHARLES R. WISEMAN, Trustee for the Ed M. Wiseman Marital Trust and as Co-Independent Executor of the Estate of Blanche Wiseman, Deceased

DECLARANT:

HILL COUNTRY ESTATES JOINT VENTURE,  
a Texas joint venture

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

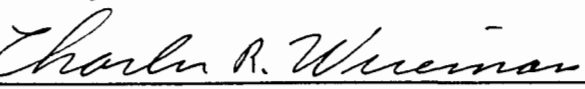
By: JFS Investors, Inc.,  
a texas corporation,  
its sole general partner

By:   
Name: John Field Scovell  
Title: President

COMMITTEE:

  
JOHN FIELD SCOVELL D.D.

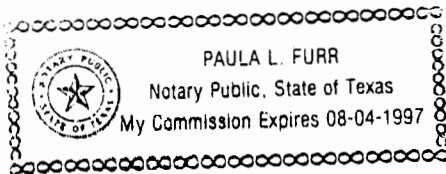
  
MARY ANN SIMPSON

  
CHARLES R. WISEMAN

VOL 6318 PG 1653

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<sup>th</sup> day of January, 1995, 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.

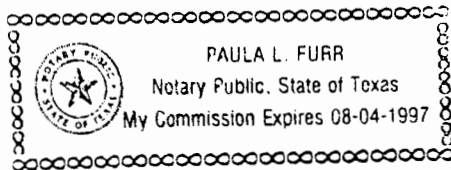


Nancy Willaford  
Notary Public, State of Texas  
Notary's Printed Name:  
NANCY WILLAFORD  
My Commission Expires: 12-6-98

VOL 6318 PG 1654

STATE OF TEXAS       §  
                                     §  
COUNTY OF BEXAR     §

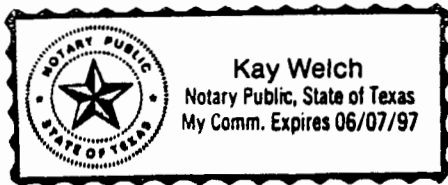
This instrument was acknowledged before me on the 22<sup>nd</sup> day of September, 1994, by CHARLES R. WISEMAN, as Trustee of the Ed M. Wiseman Marital Trust, as Co-Independent Executor of the Estate of Blanche Wiseman, Deceased, and in his individual capacity.



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.

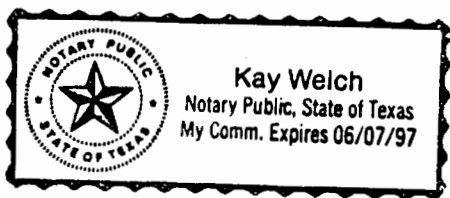


Kay Welch  
Notary Public, State of Texas  
Notary's Printed Name:  
\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

VOL 5318 P81655

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: \_\_\_\_\_

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## 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 Cell Association. Membership in the Cell 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 Cell 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 Cell.

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

Class A. The "Class A Members" shall be all Members with the exception of Declarant. Each Class A Member shall be entitled to one (1) vote for each Lot that is 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(s), all such persons or entities shall be Class A Members; provided however, that only one vote shall be attributable to such Lot, to be exercised as they, among themselves, determine.

Class B. The "Class B Member" shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot 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 Declarant shall have sold and conveyed eighty percent (80%) or more of the land area within the Cell (including any additions or annexations thereto) to third party purchasers of Lots; or
- b. December 31, 2020.

Section 3. Voting, Quorum and Notice Requirements. Except as set forth in Article II, 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 Cell Association, as amended from time to time. Notice requirements for all action to be taken by the Members of the Cell 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 Cell 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. Declarant, for each Lot owned by it within the 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 Cell Association (or to an independent entity or agency which may be designated by the Cell 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. The Cell Association shall also collect from each Owner those assessments due to the Master Association by such Owner, as provided in the First Amendment.

Section 2. Purpose of Assessments. The assessments levied by the Cell Association shall be used only for the purpose of maintaining the Cell Common Areas and Facilities and for carrying out the purposes of the Cell 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 Cell Common Areas and Facilities, (iii) taxes attributable to Cell Common Areas and Facilities, (iv) liability insurance premiums attributable to Cell Common Areas and Facilities, (v) the Cell Association's reasonable overhead costs attributable to Cell Common Areas and Facilities maintenance, (vi) costs of capital reserves established for the replacement and

repair of improvements located in Cell Common Areas and Facilities, (vii) security costs, (viii) all other such similar expenses incurred by the Cell Association, in its discretion, in good faith to maintain the Cell Common Areas and Facilities and carry out the purposes of the Cell Association.

Section 3. Basis and Amount of Annual Assessment. Each calendar year the Board of Directors of the Cell 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, and the future needs of the Cell Association. Notwithstanding anything in this Supplemental Declaration to the contrary, the amount of the annual assessments to be assessed against each Lot shall be \_\_\_\_\_ (\$ 700.00 ) 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 \$ 700.00 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 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 publicly reported for the calendar year 1995; (iii) "Consumer Price Indices" shall mean and refer to the monthly indices known and formally identified as the Consumer Price Index for all Urban Consumers, San Antonio, Texas: All items (1982 through 1984 = 100), published by the Bureau of Labor Statistics, United States Department of Labor; and (iv) in the event that the Consumer Price Index ceases to use the 1982 through 1984 average of 100 as the basis of calculation or the Consumer Price Index shall be discontinued for any reason, the Board shall request the Bureau of Labor Statistics to furnish a new index comparable to the Consumer Price Index, together with information which will make possible conversion to the new index in computing the adjusted rent hereunder or, if the Bureau of Labor Statistics fails to provide such an index, the Board shall thereafter use for purposes of this Section, in substitution for the Consumer Price Index, a new index or comparable statistics on the cost of living in the San Antonio metropolitan area as shall then be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority, as reasonably selected by the Board.

Section 4. Special Assessment. In addition to the annual assessment authorized by Section 3 hereof, the Cell Association may, by vote of its members levy, in any assessment year or years, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described improvement, including the necessary fixtures and personal property related thereto, unexpected repair or replacement of equipment owned by the Cell Association, or for carrying out other purposes of the Cell Association as stated in its Articles of Incorporation or as stated herein. Any such special assessment shall be allocated among the Owners and assessed equally against each Lot (i.e., be the same for each Lot).

Section 5. INTENTIONALLY OMITTED

Section 6. Vote Required for Special Assessment. The special assessment authorized by Section 4 hereof must be approved by two-thirds (2/3) of the votes entitled to be cast by the Members present, voting in person or represented by legitimate proxy, at a meeting duly called for such purpose at which a quorum is present, written notice of which 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 Cell 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 Cell 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 Cell 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 Cell 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 Cell 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 Cell 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 Cell 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 Cell 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 Cell Association

Section 1. Board of Directors. The affairs of the Cell 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 Cell Association. The number of directors and the initial members of the Board shall be as set forth in the Articles of Incorporation of the Cell Association.

Section 2. Duty of the Cell 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 Cell Association shall have the duty to operate, maintain or otherwise manage or provide for the operation, maintenance or management of the Cell 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 Cell Association. The Cell 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 Cell 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 Cell 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 Cell 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 Cell 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 Cell 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 Cell Association;

- f. To enter into agreements or contracts with insurance companies with respect to insurance coverage for the benefit of the Cell 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 Cell Association;
- i. To sue or defend in any court, administrative agency or other tribunal on behalf of the Cell 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 Cell Association and its Members security services with respect to the Cell or the Lots contained therein;
- p. To employ a manager or firm to manage the affairs and property of the Cell 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 Cell Association, of services which the Cell 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 Cell 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 Cell Association shall be personally liable for debts contracted for or otherwise incurred by the Cell Association or for a tort of another Member, whether or not such other Member was acting on behalf of the Cell Association or otherwise. Neither the Declarant, the Cell 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 Cell 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 Cell Association. The aggregate deposits in such reserve funds (except for funds reserved for the replacement of private roads) shall not exceed at any time two-thirds (2/3) of the then current aggregate annual assessment by the Cell Association for all Lots.

EXHIBIT A

A 25.4392 acre (1,108,131 square feet) tract of land, out of the B.B.B. & C.R.R. Survey No. 402, Abstract 101, County Block 4398 and the J.V. Dignowity Survey No. 404, Abstract 1039, County Block 4397, all in Bexar County, Texas, the said 25.4392 acre tract of land, being a portion of a 45.82 acre tract of land as recorded in Volume 5322, Pages 1758-1759 of the Real Property Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

**BEGINNING:** At a found  $\frac{1}{4}$ " iron rod on the northerly right-of-way line of Military Drive West (86-foot right-of-way), said point being the westerly curve return for the intersection of the said northerly right-of-way line of Military Drive West with the westerly right-of-way line of Hunt Lane (110-foot 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, said point also being a point of curvature;

**THENCE:** Along the said northerly right-of-way line of Military Drive West as follows:

Westerly along the arc of a curve to the left, a distance of 522.31 feet, said curve having a radial bearing of  $S 41^{\circ}38'25'' E$ , a radius of 2,321.73 feet, a central angle of  $12^{\circ}53'23''$ , a chord bearing of  $S 41^{\circ}54'53'' W$  and a chord distance of 521.21 feet to a found  $\frac{1}{4}$ " iron rod, for a point of tangency; and

$S 35^{\circ}28'12'' W$ , a distance of 995.80 feet to a found  $\frac{1}{4}$ " iron rod with yellow cap marked "Pape-Dawson", an east corner of a 192.053 acre tract recorded in Volume 4903, Pages 1603-1612 of the Official Public Records of Bexar County, Texas;

**THENCE:**  $N 25^{\circ}52'34'' W$ , with a northeast line of said 192.053 acre tract, a distance of 786.93 feet departing from the said northerly right-of-way line of Military Drive West to a found  $\frac{1}{4}$ " iron rod with yellow cap marked "Pape-Dawson";

**THENCE:**  $N 40^{\circ}29'12'' W$ , with a northeast line of said 192.053 acre tract, a distance of 713.37 feet to a found  $\frac{1}{4}$ " iron rod with yellow cap marked "Pape-Dawson";

**THENCE:**  $N 15^{\circ}22'21'' W$ , with a northeast line of said 192.053 acre tract, a distance of 175.53 feet to a set  $\frac{1}{4}$ " iron rod with yellow cap marked "Pape-Dawson";

**THENCE:**  $N 63^{\circ}37'58'' E$ , a distance of 203.62 feet to a set  $\frac{1}{4}$ " iron rod with yellow cap marked "Pape-Dawson";

**THENCE:**  $N 46^{\circ}16'28'' E$ , a distance of 50.00 feet to a set  $\frac{1}{4}$ " iron rod with yellow cap marked "Pape-Dawson" for a point of curvature, of a non-tangent curve;

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THENCE: Southerly along the arc of a curve to the left, a distance of 13.58 feet, said curve having a radial bearing of N 46°16'28" E, a radius of 375.00 feet, a central angle of 02°04'28", a chord bearing of S 44°45'46" E and a chord distance of 13.58 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: N 47°37'32" E, a distance of 133.21 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 44°38'49" E, a distance of 192.49 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 40°29'12" E, a distance of 130.00 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 49°30'48" W, a distance of 55.00 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 40°29'12" E, a distance of 447.74 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: N 39°53'46" E, a distance of 329.63 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: N 49°19'40" E, a distance of 49.88 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 40°40'20" E, a distance of 75.02 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 46°44'27" E, a distance of 120.34 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: S 42°52'49" E, a distance of 107.81 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: N 38°00'49" E, a distance of 228.29 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: N 48°04'38" E, a distance of 142.59 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

THENCE: N 56°28'12" E, a distance of 50.00 feet to a set 1/2" iron rod with yellow cap marked "Pape-Dawson";

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**THENCE:** S 33°31'48" E, a distance of 29.86 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

**THENCE:** N 56°28'12" E, a distance of 130.00 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" being on the aforementioned westerly right-of-way line of Hunt Lane;

**THENCE:** S 33°31'48" E, a distance of 214.45 feet along the said westerly right-of-way line of Hunt Lane to a found ½" iron rod for a point of curvature;

**THENCE:** Southerly along the arc of a curve to the right departing from the said westerly right-of-way line of Hunt Lane, a distance of 57.17 feet, said curve having a radius of 40.00 feet, a central angle of 81°53'23", a chord bearing of S 07°24'53" W and a chord distance of 52.43 feet to the POINT OF BEGINNING and containing 25.4392 acres of land in Bexar County, Texas. Said tract described in accordance with a survey prepared by Pape-Dawson Consulting Engineers, Inc.

