

SECOND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS SUMMERGLEN,
UNIT 1, AND FIRST AMENDMENT OF DECLARATION OF COVENANT,
CONDITIONS AND RESTRICTIONS SUMMERGLEN, UNIT-2A, UNIT-2B, UNIT-3,
UNIT-3A, UNIT-4 AND UNIT-5
(PLANNED UNIT DEVELOPMENT)

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

This Amendment of Declarations of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by SOUTHERLAND/RED CREEK RANCH VENTURE, a Joint Venture by SOUTHERLAND PROPETIES, INC., a Texas Corporation and RED CREEK RANCH, INC., a Colorado Corporation, acting herein by and through its Joint Venturer, SOUTHERLAND PROPERTIES, INC, a Texas Corporation, duly authorized to do business in the State of Texas, hereinafter referred to as "Declarant".

WITNESSETH

WHEREAS, Southerland/Red Creek Ranch Joint Venture (formerly known as Summerlin/Red Creek Ranch Joint Venture), a Joint Venture between Southerland Properties, Inc. (formerly known as Summerlin Properties, Inc.) and Red Creek Ranch, Inc. is the Declarant pursuant to the Declaration of Covenants, Conditions and Restrictions for Summerlin, Unit 1, recorded at Volume 7578, Page 1138, Official Public Records of Real Property of Bexar County, Texas, as amended in Volume 7604, Page 63 of the Official Public Records of Real Property of Bexar County, Texas, pursuant to the Declaration of COVENANTS, CONDITIONS AND RESTRICTIONS for Summerlin, Unit-2A, (Planned Unit Development), recorded at Volume 7831, Page 535, Official Public Records of Real Property of Bexar County, Texas, pursuant to the Declaration for Covenants, Conditions and Restrictions Summerglen, Unit-2B,(Planned Unit Development), recorded at Volume 7980, Page 296, Official Public Records of Real Property of Bexar County, Texas, pursuant to the Declaration for Covenants, Conditions and Restrictions Summerglen, Unit-3, (Planned Unit Development), recorded at Volume 8157, Page 1425, Official Public Records of Real Property of Bexar County, Texas, pursuant to the Declaration of Covenants, Conditions and Restrictions for Summerglen, Unit-3A, (Planned Unit Development), recorded at Volume 8487, Page 772, Official Public Records of Real Property of Bexar County, Texas, pursuant to the Declaration for Covenants, Conditions and Restrictions for Summerglen, Unit-4, (Planned Unit Development), recorded at Volume 8621, Page 92, Official Public Records of Real Property of Bexar County, Texas, and pursuant to the Declaration for Covenants, Conditions and Restrictions for Summerglen, Unit-5, (Planned Unit Development), recorded at Volume 7916, Page 1029, Official Public Records of Real Property of Bexar

VOL 9102 PG 0324

County, Texas, (hereinafter collectively referred to as "the Summerglen Declarations"); and,

WHEREAS, Declarant desires to amend the Summerglen Declarations in furtherance of Declarant's desire to create and carry out a uniform plan for the improvement, development and sale of the Properties described in the Summerglen Declarations; and,

WHEREAS, this Amendment conforms with Section 9.3(A) of said Summerglen Declarations authorizing Declarant to amend the Declarations until August 1, 2009 or until Declarant no longer holds seventy five percent (75%) of the votes in the Master Association, whichever occurs last, without the consent or joinder of any owner;

NOW, THEREFORE, NOTWITHSTANDING anything contained in the Summerglen Declarations to the contrary, said Summerglen Declarations are, pursuant to Section 9.3(A), hereby amended as follows:

1. Section 3.25 is hereby amended to read as follows:

3.25 Maintenance of Lawns and Planting. All lots improved with a Dwelling must be landscaped, which landscaping shall be approved in writing by the Architectural Control Committee. Landscaping must be commenced no later than:

- A. Ninety (90) days after closing on the Dwelling; or
- B. Ninety (90) days after the date of move-in; or
- C. Sixteen (16) months after commencement of construction of such Dwelling,

Whichever occurs first. Notwithstanding, any lot improved with a Dwelling on the effective date of this Agreement shall have completed landscaping no later than one hundred-eighty (180) days from the Effective date hereof. Each Owner shall keep all shrubs, trees, grass and plantings of every kind on such Owner's Lot (including any Greenbelt platted as part of such Owner's Lot and any Greenbelt located between such Owner's Lot and a publicly dedicated roadway) cultivated, pruned, mowed and free of trash and other unsightly material. The Architectural Control Committee must further approve any additions, deletions, alterations or modifications to the landscaping.

2. Section 3.36 is hereby adopted as follows:

3.36 Entry Gate. Absent written consent to the contrary from Declarant, the entry gate shall remain open, during daylight hours, until:

- (1) The last Lot owned by the Declarant is sold, or,
- (2) December 30th, 2003, or,
- (3) The Association stations a full-time courtesy guard at the entry gate who is instructed to allow access to any individuals who state a desire

Vol 9102 Pg 0325

to look at homes or home sites, and to builders and their subcontractors, whichever occurs first.

3. Section 4.5 is hereby adopted as follows:

4.5 No obstruction. No person or thing shall obstruct or block any driveway or Common Area intended for use by pedestrian or vehicular traffic, such as streets, sidewalks, walkways or paths, nor shall any easement be obstructed.

4. Section 5.4(E) is hereby amended to read as follows:

5.4(E) Right of Entry and Enforcement. To enter at any time in an emergency without prior notice (or in the case of non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any improvement thereon, excluding a completed dwelling used as a single family residence, for the purpose of enforcing the Summer Glen Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Summer Glen Restrictions, and the expenses incurred by the Master Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be lien upon the Lot entered upon and upon the Improvements thereon, and shall be enforced in the same manner and to the same extent as provided by Article VII hereof for regular and special assessments. The Master Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of the and on the behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Summer Glen Restrictions. The Master Association is also authorized to settle claims, enforce liens, impose fines, suspend the rights of Owners, tenants and guests to enter or use any Common Area and take all such action as it may deem necessary or expedient to enforce the Summer Glen Restrictions; provided, however, that the Board, shall never be authorized to expend any Master Association funds for the purpose or bringing suit against Declarant, its successors or assigns.

5. Section 6.5 is hereby amended to read as follows:

- 6.5 Term. At such time as seventy-five percent (75%) of all of the Lots in all sections of the Subdivision are conveyed by Declarant (from time to time hereafter referred to as the "Control Transfer Date"), the Declarant shall cause an instrument transferring control to be placed of record in the Official Public Records of Real Property of Bexar County, Texas (which instrument shall include the Control Transfer Date). At that time, Declarant shall appoint not less than three (3) members to form the Architectural Control Committee.

VOL 9102 PG 0326

The first appointed member shall serve a term of office of one (1) year. The other two appointed members shall serve a term of office of two (2) years. At the next annual meeting following the end of each member's term the Association shall elect a new member who shall serve for two years.

6. Section 6.10 is hereby amended to read as follows:

6.10 Work in Progress and Completion Deadline. The Architectural Control Committee, at its option, may inspect all work in progress to ensure compliance with approved Plans and Specifications. All improvements and landscaping shall be completed within ninety (90) days from the date of ACC approval, provided however, that upon written request the ACC in its own discretion may grant additional time for completion.

7. Section 9.9(A) is hereby amended to read as follows:

A. **Right of Enforcement.** Except as otherwise provided herein, any Owner at his own expense, Declarant and/or the Board shall have the right to enforce all of the provisions of the Summer Glen Restrictions. Such right of enforcement by any Owner, Declarant and/or the Board shall include standing to commence legal proceedings to recover both damages for, and injunctive relief against the breach of any such provision. Additionally, the Board shall have the exclusive right to enforce the Summer Glen Restrictions by suspending rights to enter or use Common Areas, to impose a fine of \$50.00 per day per violation, or both, in accordance with state law.

Except as amended hereby, the Restrictions are hereby ratified and confirmed in their entirety.

EXECUTED this the 23rd day of October, 2001

SOUTHERLAND/RED CREEK VENTURE,
A Joint Venture by SOUTHERLAND PROPERTIES
INC., a Texas Corporation, Joint Venturer

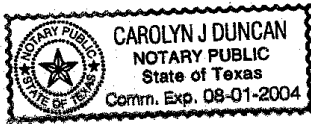
By: _____

JAY PATTERSON, Vice President

Vol 9102 Pg 0327

THE STATE OF TEXAS *
COUNTY OF BEXAR *

This instrument was acknowledged before me on this the 23rd day of October, 2001 by Jay Patterson, Vice President of SOUTHERLAND PROPERTIES, INC., a Texas Corporation, Joint Venturer for SOUTHERLAND/RED CREEK RANCH VENTURE, a Joint Venture, in the capacity therein stated, on behalf of said Corporation.



Carolyn J. Duncan
NOTARY PUBLIC, STATE OF TEXAS
Notary's Name Printed:
Carolyn J. Duncan
My Commission Expires: 08-01-04

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Pages 5
10/24/2001 09:38:08 AM
Filed & Recorded in
Official Records of
BEXAR COUNTY
GERRY RICKHOFF
COUNTY CLERK
Fees \$17.00

Any provision herein which restricts the sale, 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 24 2001



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

VOL 9102 PG 0328