

NBTC-BRANCH GF #37,087
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JOY STREATER
COUNTY CLERK COMAL COUNTY
BY *[Signature]*
22.07d

RESTRICTIVE COVENANTS FOR HERITAGE OAKS UNIT 1

0899 0095

STATE OF TEXAS §
COUNTY OF COMAL §

KNOW ALL MEN BY THESE PRESENTS:

That R. W. WINN, INC., a Texas corporation (Declarant), being the owner of all the tracts situated in that certain subdivision known as HERITAGE OAKS UNIT 1 in Comal County, Texas, according to a plat of said subdivision recorded in Volume 10, Page 185 of the Deed and Plat Records of Comal County, Texas as amended in Volume 10, Page 260 of the Deed and Plat Records of Comal County, Texas (hereinafter called Unit 1) and desiring to create and carry out a uniform plan for the improvement, development and sale of the tracts situated in the aforesaid Unit 1 for the benefit of the present and future owners in Unit 1, does hereby adopt and establish the following restrictions and covenants to apply in the use, occupancy and conveyance of all such subdivided tracts in HERITAGE OAKS UNIT 1, and each contract or deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted subject to the following restrictions and covenants which shall run with the real property and shall be binding on all parties having any right, title or interest in or to the above described property or any part thereof, and their heirs, successors and assigns, to protect the value and desirability of said property (the headings being employed for convenience only and not to be controlling over content):

I.
LAND USE

The tracts directly adjoining Highway 46 may be used for churches, nursing homes, bed and breakfast establishments not exceeding ten (10) units or other commercial uses provided such uses have been approved by the Architectural Review Committee (ARC) as to compatibility and harmony with the remainder of Unit 1. Each of the other tracts in Unit 1 shall hereafter be used only for the construction of one single family residence or main dwelling unit thereon, plus other appurtenant structures permitted under the terms hereof, it being intended that no commercial use of any such tracts shall be permitted. No structure of a temporary character, no tent, house-trailer, mobile home or prefabricated, modular or manufactured temporary structure, shack, garage, barn or other outbuilding shall be used at any time as a residence, either temporarily or permanently. No unpainted sheet metal or fiberglass accessory building will be allowed with the exception of greenhouses. Detached servants quarters or guest houses may be constructed provided same are built in conjunction with or subsequent to completion of the main dwelling unit to which they are appurtenant.

II.

ARCHITECTURAL REVIEW COMMITTEE

No building, fence or other structure shall be erected, placed or altered on any tract in Unit 1 until the plans and specifications and plat showing the specific location of such building and/or fence and/or other construction shall have been approved in writing as to the quality of workmanship and materials, conformity and harmony of external design with the existing structures in Unit 1 and location of the building and/or fence and/or other construction with respect to tract lines, trees, topography and finished ground elevation, by an Architectural Review Committee (ARC) composed of RANDAL W. WINN and CATHERINE A. WINN. In the event of the death or resignation of any member of said ARC, the remaining member shall have full authority to approve or disapprove such plans, specifications and plat. The members or remaining member shall also have the authority to designate a successor ARC member or members with like authority. In the event said ARC fails to approve or disapprove plans and specifications and plat within thirty (30) days after completed plans and specifications and plat have been submitted to it, such approval shall not be required and this covenant shall be deemed to have been fully satisfied. Said ARC shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be vague, indefinite, uncertain or capable of more than one interpretation. All decisions of such ARC shall be final and binding and there shall be no revision of any action of such ARC except by injunctive relief when such action is patently arbitrary and capricious. Members of said ARC shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder; it being understood and agreed that any remedy shall be restricted to injunctive relief and no other. The powers and duties of such ARC shall cease on or after December 12, 2008, provided however, that at that time the then record owners of the majority of the tracts in Unit 1 shall have the power through a duly recorded written instrument to extend the powers and duties of such ARC, and in connection with such extension shall have the power to remove any ARC member or members and to replace them with other members, or withdraw from the ARC any of its powers and duties, or to restore to the ARC any of its powers and duties. Such ARC shall not be entitled to any compensation for services rendered pursuant to this covenant.

III.

BUILDING QUALITY AND COMPOSITION

All improvements shall meet or exceed the following minimum standards:

- (1) Each main dwelling unit shall contain at least 2,200 square feet of area, exclusive of porches, garages, balconies, terraces, breezeways, accessory buildings and the like.
- (2) The total cost of construction of main dwelling units excluding land costs shall exceed \$100,000.00 (adjusted to reflect 1993 building costs).
- (3) All dwelling units hereafter constructed in Unit 1 shall be constructed in a good and workmanlike manner with the use of new materials and in such a way as to present a neat and attractive appearance in the area thereof.
- (4) The exterior walls of any main dwelling unit shall be at least 75% masonry. At the discretion of the ARC, the amount of masonry may be reduced so as to produce a greater variety of architectural styles in Unit 1, if such reduction will not have a detrimental effect on

the aesthetic integrity of Unit 1.

(5) The entire exterior of all main dwelling units constructed in Unit 1, together with the driveways, sidewalks and other exterior appurtenances thereto, must be completed within eighteen (18) months after the commencement of work thereon or the placing of materials therefor on such tract, whichever occurs the earliest. No material of any kind shall be placed or stored on any tract unless construction of a permanent residence has begun. ARC may notify

an owner by mail of a violation and if not corrected within ten (10) days after mailing of such notice, the ARC may remove said material from property, dispose of such material, and charge the owner the cost.

(6) All main dwelling units constructed in Unit 1 shall be set back at least one hundred fifty (150) feet from any property line abutting any street or highway and shall be set back at least fifty (50) feet from any other property line in such Subdivision, and all such improvements on any tract in Unit 1 must face on the street upon which such tract fronts. On corner residential tracts, no building shall be located nearer than one hundred fifty (150) feet to any side street property line. The ARC is hereby given authority to waive the setback and side yard requirements provided in the above paragraph, as follows:

With written approval of the ARC, any building may be located nearer the front property line, side property line or rear property line, as provided in the above paragraph, where in the opinion of said ARC the proposed location of the building will add to the appearance and value of the property and will not detract from the appearance and value of other properties.

(7) All garages or carports constructed in Unit 1 shall have a capacity of not less than two (2) standard full size vehicles and shall be designed or placed upon the tract so that the interior of the open garage or carport is not visible nor facing directly to a public street or road. The outer walls of the garage and servants quarters or other permitted accessory building, whether detached or attached to the main residence, shall be of the same construction as the outer walls of such residence buildings. No four-foot by eight foot (4' x 8') masonite or similar panel siding will be allowed).

(8) All footings, piers, and foundations of the main residence on any tract in Unit 1 shall be of concrete or masonry construction.

(9) Roofs of the main residential buildings constructed on any of the tracts shall be approved by ARC.

(10) Any fence constructed in Unit 1 shall be approved in writing by the ARC prior to construction. All fences shall be repaired and maintained in good condition. Any fence erected without ARC approval or in violation of any other requirement herein shall be removed at the owner's expense within ten (10) days of receipt of notice that it is in violation of the requirements set out herein.

(11) Any private road, driveway or culvert which exits onto a common roadway must be approved by the ARC prior to being installed to insure proper drainage, ingress and egress. Culvert pipes will only be allowed when no other suitable alternative is possible. Any roads or driveways which exit onto a common roadway must be of concrete, asphalt or rock material within the right of way area. The ARC shall have no liability or responsibility to third parties if a change in water flow or drainage occurs on account of ARC approval of a drainage plan.

IV.

GARBAGE AND REFUSE

No tract shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary containers, which at all times must be concealed from the public. No trash, ashes or other refuse may be thrown or dumped on any vacant tract, common area, private street, easement or drainage area in Unit 1. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition.

V.

NUISANCES

No obnoxious or offensive activity shall be carried on upon any tract nor shall anything be done thereon which may be or may become an annoyance or nuisance.

VI.

VEHICLES

No part of any tract shall be used as a junkyard or as an area for the accumulation of stripped down, wrecked, junked or inoperable vehicles and they shall not be parked, stored or maintained on any tract.

No commercial vehicles may be parked on any tract and no motor vehicles, other than passenger cars and pickup trucks, may be parked on streets in or adjacent to Unit 1. Recreational vehicles, boats with trailers and other such recreational or hobby-type equipment shall be permitted on a property owner's own tract as long as placed so as not to be visible from any public street or to cause an offensive view to a neighboring tract.

In no event shall automobiles, trucks, motorcycles, motorbikes or other motorized vehicles (except those used for maintenance and repair) be permitted on the common areas or on another landowner's tract.

VII.

OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any tract, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract. No tank for the storage of oil or other fluids shall be located on any tract above the ground.

VIII.

SEWAGE SYSTEMS

All sewage disposal systems constructed in Unit 1 will be by sewage collection lines or septic tank and field drains permitted and approved by the Texas State Health Department or other appropriate state or county health agencies and as administered by the local licensing agency or authority having proper jurisdiction thereof. The septic drain fields must be one hundred fifty (150) feet from a property owner's well or a neighbor's well. The property owner's well must be one hundred fifty (150) feet from an owner's or neighbor's septic drain field. In no event shall a cesspool or outdoor toilet be permitted on any tract.

IX.

ANIMALS

No animals will be permitted on any tract in Unit 1 other than those that are normally found in a rural subdivision for private residential use and pleasure, with it being specifically understood that no hogs, goats or peacocks will be permitted on any tract, and no animal or fowl commercial feeding or sales operation will be permitted on any tract. Dogs and cats and other generally recognized household pets, and cattle, sheep, poultry and horses of a reasonable number shall be permitted, provided that same are not kept, bred or maintained for any commercial purposes, provided that they are kept and maintained in a clean and sanitary manner which does not create noxious and offensive odors for adjoining tract owners, and provided that they are restrained within a fenced enclosure. Notwithstanding the foregoing, the aggregate number of adult cattle, sheep and horses or any combination thereof kept on a tract shall not exceed the normal carrying capacity of the land.

X.

FIREARMS

No guns, pistols, rifles or other firearms shall be discharged on any tract in Unit 1 in an unsafe or dangerous manner, and no firearm projectiles shall be discharged so that such projectiles pass on to another tract of land. No one may cross over onto another person's tract to hunt wild game without the consent of the other owner.

XI.

SIGNS

All signs relating to the churches, nursing homes, bed and breakfast establishments and other commercial uses approved by the ARC must be approved in writing by the ARC. Otherwise, no sign of any kind shall be displayed to the public view on any tract except one professional sign of not more than nine (9) square feet advertising the tract for sale or rent. Signs used by the initial developer of the Subdivision to advertise the property for sale shall be permitted irrespective of the foregoing limitation.

XII.

UTILITY EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, if any, no structure or other thing shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or in the case of drainage easements, which may divert, accelerate, impede or increase the flow of water through drainage channels in such easements. The easement area of each tract, if any, and all improvements in such area shall be maintained continuously by the owner of the tract.

XIII.

RESUBDIVISION

No tract in Unit 1 shall be resubdivided into other tracts by conveyance, partition, by resubdivision platting or otherwise, without the prior written consent of the ARC, and any tract owner seeking such resubdivision shall be required to submit a plan or plat for such resubdivision to the ARC showing the location of the proposed resubdivision. No tracts shall be resubdivided into parcels of less than fifteen (15) acres. Resubdivided tracts that are approved by the ARC shall thereafter be deemed as "tracts" for the purposes of applying and

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enforcing these restrictive covenants. Failure to comply with this covenant shall render any purported resubdivision void and without effect.

XIV.

DRAINAGE

No owner of any tract in the Subdivision may perform or cause to be performed any act which would alter or change the drainage of such tract in a manner that would divert, increase, accelerate or impede the natural flow of water over and across such tract or adjacent tracts.

XV.

ACCESS LIMITED

The owner of any tract in Unit 1 shall not have access over and across any other tract in Unit 1 without the express written consent of the owner of such other tract and no portion of the common area or bridle path may be used for ingress and egress to a tract.

XVI.

HIGH INTENSITY LIGHTING

Tennis court lighting, exterior lighting, security lighting or other high intensity lighting shall be installed and shielded so as not to create a horizontal exposure affecting other tracts in Unit 1 or adjoining subdivisions.

XVII.

NO WAIVER OF COVENANTS

If, through error or oversight or mistake, the owner of a tract in Unit 1 builds or causes to be built any structure which does not conform to the limitations and restrictions herein recited, such nonconformity shall in no way affect those limitations and restrictions insofar as they apply to any and all other tracts in Unit 1. Any delinquency or delay on the part of the party or parties having the right to enforce these restrictions shall not operate as a waiver of such violation, and such delinquency or delay shall not confer any implied right on any other owner or owners of tracts in Unit 1 to change, alter or violate any of the restrictions and limitations herein contained.

XVIII.

TERM

The foregoing restrictions and limitations are made and adopted to run with the land and shall be binding upon all persons owning title to tracts in Unit 1 until December 31, 2008, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by a majority of the then owners of the tracts in Unit 1 controlled by these covenants has been recorded agreeing to change said covenants in whole or in part.

XIX.

ENFORCEMENT

Any owner of any tract in Unit 1 shall have the right to enforce, by any proceeding at law or in equity, all restrictions and covenants herein contained. Failure by any owner to enforce any restriction or covenant herein contained shall in no event be deemed as a waiver of the right to do so thereafter. Declarant, for itself, and its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided tracts in Unit 1. The reservation of this right of enforcement shall not create an obligation of any kind to enforce same. The owners of tracts in other units of Heritage Oaks shall have no right to enforce the covenants contained herein for Unit 1.

XX.

HERITAGE OAKS PROPERTY OWNERS ASSOCIATION

All property owners shall become and continue to be members of the Heritage Oaks Property Owners Association, Inc. and agree to comply with its governing agreements, articles and by-laws, the purposes of which are to provide various services and facilities for the use and benefit of the property owners, and all tract owners agree to accept such membership and to perform and be bound by the obligations, terms and conditions of membership in such property owners association.

XXI.

SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise effect any other provision which shall remain in full force and effect.

XXII.

CAPTIONS

The captions employed herein are for convenience only and are not intended to in any way limit or amplify the terms and provisions hereof.

XXIII.

AMENDMENTS

These restrictions may be amended prior to December 31, 2008, by an instrument signed by not less than seventy-five percent (75%) of the HERITAGE OAKS UNIT 1 tract owners. Any amendment must be recorded in the Official Public Records of Real Property of Comal County, Texas. Thereafter, these restrictions may be amended by an instrument signed by not less than fifty-one percent (51%) of the HERITAGE OAKS UNIT 1 tract owners.

EXECUTED this 6th day of July, 1993.

R. W. WINN, INC.

BY:

Randal W. Winn
RANDAL W. WINN, President

BY:

Catherine A. Winn
CATHERINE A. WINN, Secretary

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STATE OF TEXAS

§

COUNTY OF COMAL

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This instrument was acknowledged before me by the said RANDAL W. WINN, President of R. W. WINN, INC., a Texas corporation, on behalf of said corporation, on this the 2 day of July, 1993.



Brenda Arrazate
Notary Public for
the State of Texas

STATE OF TEXAS

§

COUNTY OF COMAL

§

This instrument was acknowledged before me by the said CATHERINE A. WINN, Secretary of R. W. WINN, INC., a Texas corporation, on behalf of said corporation, on this the 7 day of July, 1993.

Brenda Arrazate
Notary Public for
the State of Texas



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COUNTY COMMISSIONER COUNTY

AMENDMENT TO RESTRICTIVE COVENANTS
FOR HERITAGE OAKS, UNIT ONE

BY Jo Bunt

150000

WHEREAS, R. W. Winn, Inc., a Texas corporation, was the owner of all lots in Heritage Oaks, Unit One, Subdivision, and included a restriction in the restrictive covenants for Heritage Oaks, Unit One, which was recorded in Volume 899, Page 95-102, Official Public Records, Comal County, Texas, and in particular, a restriction which read as follows:

*ARCHITECTURAL REVIEW COMMITTEE

No building, fence or other structure shall be erected, placed or altered on any tract in Unit 1 until the plans and specifications and plat showing the specific location of such building and/or fence and/or other construction shall have been approved in writing as to the quality of workmanship and materials, conformity and harmony of external design with the existing structures in Unit 1 and location of the building and/or fence and/or other construction with respect to tract lines, trees, topography and finished ground elevation, by an Architectural Review Committee (ARC) composed of RANDAL W. WINN and CATHERINE A. WINN. In the event of the death or resignation of any member of said ARC, the remaining member shall have full authority to approve or disapprove such plans, specifications and plat. The members or remaining member shall also have the authority to designate a successor ARC member or members with like authority. In the event said ARC fails to approve or disapprove plans and specifications and plat within thirty (30) days after completed plans and specifications and plat have been submitted to it, such approval shall not be required and this covenant shall be deemed to have been fully satisfied. Said ARC shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenants herein that may be vague, indefinite, uncertain or capable of more than one interpretation. All decisions of such ARC shall be final and binding and there shall be no revision of any action of such ARC except by injunctive relief when such action is patently arbitrary and capricious. Members of said ARC shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder; it being understood and agreed that any remedy shall be restricted to injunctive relief and no other. The powers and duties of such ARC shall cease on or after December 12, 2008, provided however, that at that time the then record owners of the majority of the tracts in Unit 1 shall have the power

through a duly recorded written instrument to extend the powers and duties of such ARC, and in connection with such extension shall have the power to remove any ARC member or members and to replace them with other members, or withdraw from the ARC any of its powers and duties, or to restore to the ARC any of its powers and duties. Such ARC shall not be entitled to any compensation for services rendered pursuant to this covenant."

WHEREAS, the owners of Lot 1 in said subdivision are Ron Bigbee and Elaine Bigbee. The owner of Lot 2 is Donald R. Castleberry. The owner of Lot 3 is May G. Castleberry.

That the above named owners are owners of at least seventy five (75%) percent of the lots in said subdivision;

Now, therefore, KNOW ALL MEN BY THESE PRESENTS that Ron Bigbee, Elaine Bigbee, Donald R. Castleberry and May G. Castleberry as owners of seventy five (75%) percent of the lots in Heritage Oaks, Unit One, Subdivision, do hereby amend said restrictive covenants as authorized in the restrictive covenants for Heritage Oaks, Unit One as described above as follows:

"ARCHITECTURAL REVIEW COMMITTEE

No building, fence or other structure shall be erected, placed or altered on any tract in Unit 1 until the plans and specifications and plat showing the specific location of such building and/or fence and/or other construction shall have been approved in writing as to the quality of workmanship and materials, conformity and harmony of external design with the existing structures in Unit 1 and location of the building and/or fence and/or other construction with respect to tract lines, trees, topography and finished ground elevation, by an Architectural Review Committee (ARC) composed of Ron Bigbee, Elaine Bigbee, Donald R. Castleberry and May G. Castleberry. In the event of the death or resignation of any member of said ARC, the remaining members shall have full authority to approve or disapprove such plans, specifications and plat. The members or remaining member shall also have the authority to designate a successor ARC member or members with like authority. In the event said ARC fails to approve or disapprove plans and specifications and plat within thirty (30) days after completed plans and specifications and plat have been submitted to it, such approval shall not be required and this covenant shall be deemed to have been fully satisfied. Said ARC shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and

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interpret any covenants herein that may be vague, indefinite, uncertain or capable of more than one interpretation. All decisions of such ARC shall be final and binding and there shall be no revision of any action of such ARC except by injunctive relief when such action is patently arbitrary and capricious. Members of said ARC shall not be liable to any person subject to or possessing or claiming the benefits of these restrictive covenants for any damage or injury to property or for damage or loss arising out of their acts hereunder; it being understood and agreed that any remedy shall be restricted to injunctive relief and no other. The powers and duties of such ARC shall cease on or after December 12, 2008, provided however, that at that time the then record owners of the majority of the tracts in Unit 1 shall have the power through a duly recorded written instrument to extend the powers and duties of such ARC, and in connection with such extension shall have the power to remove any ARC member or members and to replace them with other members, or withdraw from the ARC any of its powers and duties, or to restore to the ARC any of its powers and duties. Such ARC shall not be entitled to any compensation for services rendered pursuant to this covenant."

SIGNED this 14th day of April, 1994.

Ron Bigbee
Ron Bigbee

Elaine Bigbee
Elaine Bigbee

Donald R. Castleberry
Donald R. Castleberry

May G. Castleberry
May G. Castleberry

STATE OF TEXAS -

COUNTY OF COMAL -

BEFORE ME, the undersigned authority, on this day personally appeared Ron Bigbee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14th day of April, 1994.

Barbara Ann Jones
Notary Public, State of Texas



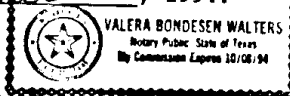
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STATE OF TEXAS -

COUNTY OF COMAL -

BEFORE ME, the undersigned authority, on this day personally appeared Elaine Bigbee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of April, 1994.



Valera Bondesen Walters
Notary Public, State of Texas

STATE OF TEXAS -

COUNTY OF Lewis -

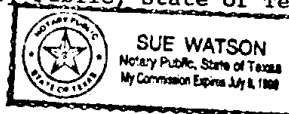
BEFORE ME, the undersigned authority, on this day personally appeared Donald R. Castleberry, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1 day of April, 1994.

Sue Watson
Notary Public, State of Texas

STATE OF TEXAS -

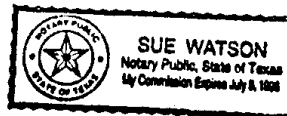
COUNTY OF Lewis -



BEFORE ME, the undersigned authority, on this day personally appeared May G. Castleberry, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1 day of April, 1994.

Sue Watson
Notary Public, State of Texas



Please return to:
Paul A. Finley
REAGAN, BURRUS, DIERKSEN,
LAMON & BLUNTZER, P.C.
205 North Seguin - P. O. Box 311160
New Braunfels, Texas 78131-1160
(210) 625-8026

AMENDMENT TO RESTRICTIVE COVENANTS
FOR HERITAGE OAKS, UNIT ONE

WHEREAS, R. W. Winn, Inc., a Texas corporation, was the owner of all lots in Heritage Oaks, Unit One, Subdivision, and included a restriction in the restrictive covenants for Heritage Oaks, Unit One, which was recorded in Volume 899, Page 95-102, Official Public Records, Comal County, Texas, and in particular, a restriction which read as follows:

"XX
HERITAGE OAKS PROPERTY OWNERS ASSOCIATION

All property owners shall become and continue to be members of the Heritage Oaks Property Owners Association, Inc. and agree to comply with its governing agreements, articles and by-laws, the purposes of which are to provide various services and facilities for the use and benefit of the property owners, and all tract owners agree to accept such membership and to perform and be bound by the obligations, terms and conditions of membership in such property owners association."

WHEREAS, the owners of Lot 1 in said subdivision are Ron Bigbee and Elaine Bigbee. The owner of Lot 2 is Donald R. Castleberry. The owner of Lot 3 is May G. Castleberry.

That the above named owners are owners of at least seventy five (75%) percent of the lots in said subdivision;

Now, therefore, KNOW ALL MEN BY THESE PRESENTS that Ron Bigbee, Elaine Bigbee, Donald R. Castleberry and May G. Castleberry as owners of seventy five (75%) percent of the lots in Heritage Oaks, Unit One, Subdivision, do hereby amend said restrictive covenants as authorized in the restrictive covenants for Heritage Oaks, Unit One as described above as follows:

To delete in its entirety "Section XX Heritage Oaks Property Owners Association" as above described.

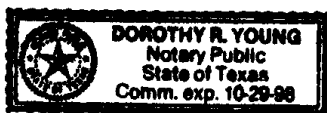
SIGNED this 15 day of December, 1994.

Ron Bigbee
Ron Bigbee
Elaine Bigbee
Elaine Bigbee
Donald R. Castleberry
Donald R. Castleberry
May G. Castleberry
May G. Castleberry

STATE OF TEXAS =
COUNTY OF ~~COMAL~~ ^{BEXAR} =

BEFORE ME, the undersigned authority, on this day personally appeared Ron Bigbee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of December, 1994.



Dorothy R. Young
Notary Public, State of Texas

STATE OF TEXAS =
COUNTY OF ~~COMAL~~ ^{Travis} =

BEFORE ME, the undersigned authority, on this day personally appeared Elaine Bigbee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of December, 1994.



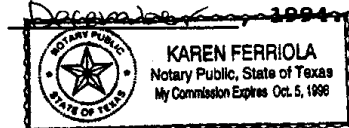
Karen Ferriola
Notary Public, State of Texas

STATE OF TEXAS =

COUNTY OF Travis =

BEFORE ME, the undersigned authority, on this day personally appeared Donald R. Castleberry, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of



Karen Ferriola
Notary Public, State of Texas

STATE OF TEXAS =

COUNTY OF Travis =

BEFORE ME, the undersigned authority, on this day personally appeared May G. Castleberry, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of

December, 1994.



Karen Ferriola
Notary Public, State of Texas

Doc# : 456957
Rec. \$ 13.00
Date : 01-13-1995
Time : 02:29:26 P.M.
Filed & Recorded in
Official Records
of COMAL County, TX.
JOY STREATER
COUNTY CLERK