

**FILED BY
ALAMO TITLE**

SCANNED

50002842 #2100
Doc# 20010189609

**FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
MOUNTAIN LODGE UNIT 2 AND 2A
SAN ANTONIO, TEXAS**

STATE OF TEXAS)

COUNTY OF DALLAS)

THIS FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOUNTAIN LODGE UNIT 2 AND 2A (this "Amendment") is made as of this 18 day of September, 2001, by 281 Canyon Partners, Ltd. ("Declarant"), JC-EB, Ltd. ("JC"), Perry Homes ("Perry"), and Morrison Homes of Texas, Inc. ("Morrison"), and JJML, Ltd. ("JJML").

WITNESSETH

WHEREAS, Declarant prepared and filed for record with the County Clerk of Bexar County, Texas, a Supplemental Declaration of Covenants, Conditions and Restrictions for Mountain Lodge Unit 2 and 2A (the "Supplemental Declaration") covering certain real property (defined in the Supplemental Declaration as the "Neighborhood") described in the Supplemental Declaration;

WHEREAS, the Supplemental Declaration was filed with the County Clerk of Bexar County on October 24, 2000, under Recorder's Receipt Number 380480, in the Official Public Records of Real Property of Bexar County, Texas; and

WHEREAS, JC, Perry, Morrison and JJML have purchased Lots in the Neighborhood;

WHEREAS, Declarant, JC, Perry, Morrison and JJML wish to amend the Supplemental Declaration.

NOW THEREFORE, Declarant, JC, Perry, Morrison and JJML amend the Supplemental Declaration as hereinafter set forth.

1. Except as otherwise defined herein, all capitalized terms used herein shall have the meaning given them in the Supplemental Declaration.
2. The following Section 3.8 regarding street lights is hereby inserted into the Supplemental Declaration:

“Section 3.8 Street Lights. Maintenance of street lights shall be the responsibility of the Association. Each Owner of the below enumerated Lots shall be financially responsible for the installation of photoelectric cell, of a make and model approved by the New Construction Committee, automatically turning on the street light at dusk and turning it off at dawn. Prior to completion of construction of a principal residence on each Lot herein designated, the Owner of said Lot shall cause to be erected and maintained a light fixture, provided by the Association at the Association’s expense, at the front Lot line, or, at the direction of the New Construction Committee, within the Common Area, at such point as the New Construction Committee may designate. Each such light fixture shall be of a design, size, material, color, and lighting specification approved by the New Construction Committee, and which shall not be altered or changed without the approval of the New Construction Committee. Such lights and fixtures shall be repaired and maintained by the Association at the expense of the Association. Each designated Lot and adjoining Lot shall be subject to an easment of access and use for the placement, repair and maintenance of such light fixtures. The following Lots and the Owners thereof are responsible for such light fixtures:

<u>LOT</u>	<u>BLOCK</u>	<u>UNIT</u>
11	5	2A
1	5	2A
6	3	2
16	3	2
8	4	2
14	4	2
21	4	2
22	4	2
30	4	2
27	3	2
34	3	2

Owners of each of these Lots shall pay monthly electric expenses, but may deduct \$5.00 a month from their homeowners association assessments.”

IN WITNESS WHEREOF, Declarant, JC, Perry, Morrison and JJML have caused this instrument to be executed as of the date set forth in the first paragraph of this Amendment.

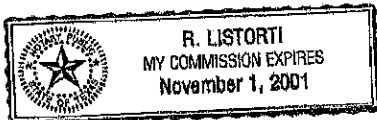
**281 CANYON PARTNERS, LTD.,
a Texas limited partnership**

By: Thompson Realty Investment Corporation,
its general partner

By: 
W.T. Field, President

**STATE OF TEXAS
COUNTY OF DALLAS**

This instrument was acknowledged before me on the 18th day of September, 2001, by W.T. Field, President of Thompson Realty Investment Corporation, general partner of 281 Canyon Partners, Ltd., a Texas limited partnership, on behalf of such partnership.




Notary Public, State of Texas

PERRY HOMES , a joint venture

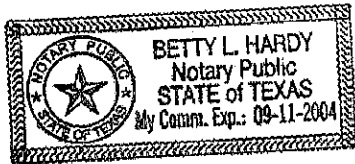
By: Perry-Houston Interests, Ltd.,
a Texas limited partnership,
as the Managing Joint Venturer

By: PH Financial L.L.C.,
a Texas limited liability company,
as the General Partner

By: Gerald W. Noteboom
Gerald W. Noteboom
Executive Vice President

STATE OF TEXAS
COUNTY OF ~~BALLAS~~ HARRIS

This instrument was acknowledged before me on the ~~22~~ ²¹ day of ~~September~~ ^{October}, 2001, by Gerald W. Noteboom, Executive Vice President of PH Financial L.L.C., general partner of Perry-Houston Interests, Ltd., a Texas limited partnership, managing joint venturer of Perry Homes, a joint venture, on behalf of such joint venture.



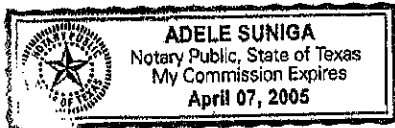
Betty L. Hardy
Notary Public, State of Texas

JC-EB, LTD., a Texas limited partnership
By: Connell-Barron, Inc., general partner

By: 
Ed Barron, Vice President

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 3RD day of OCTOBER, 2001, by Ed Barron, Vice President of Connell-Barron, Inc., general partner of JC-EB, Ltd., a Texas limited partnership, on behalf of such partnership.




Notary Public, State of Texas

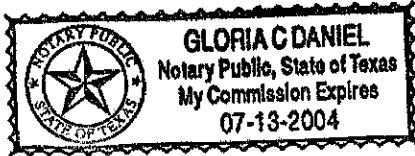
MORRISON HOMES OF TEXAS, INC., a Texas corporation

By: *Douglas G. Moss*
Douglas G. Moss, Senior Vice President

By: *Steve Pate*
Steve Pate, Division President

**STATE OF TEXAS
COUNTY OF DALLAS**

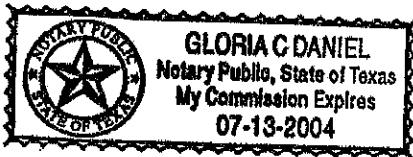
This instrument was acknowledged before me on the 5th October day of ~~September~~, 2001, by Douglas G. Moss, Senior Vice President of Morrison Homes of Texas, Inc., a Texas corporation, on behalf of such corporation.



Gloria C. Daniel
Notary Public, State of Texas

**STATE OF TEXAS
COUNTY OF DALLAS**

This instrument was acknowledged before me on the 5th October day of ~~September~~, 2001, by Steve Pate, Division President of Morrison Homes of Texas, Inc., a Texas corporation, on behalf of such corporation.



Gloria C. Daniel
Notary Public, State of Texas

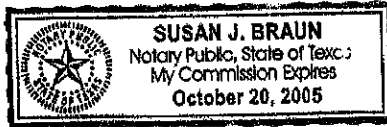
JJML, LTD., a Texas limited partnership

By: [Signature]
Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF ~~DALLAS~~ BEXAR

This instrument was acknowledged before me on the ^{24th} day of ~~September~~ ^{October}, 2001, by JAMES JAPHET, PRES. OF JAMES H. JAPHET ENTERPRISES of JJML, Ltd., a Texas limited partnership, on behalf of such partnership.

[Signature]
Notary Public, State of Texas



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 26 2001



[Signature]
COUNTY CLERK BEXAR COUNTY, TEXAS

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Pages 7
10/26/2001 03:32:09 PM
Filed & Recorded in
Official Records of
BEXAR COUNTY
GERRY RICKHOFF
COUNTY CLERK
Fees \$21.00