

#2500

**FILED BY
ALAMO TITLE**

EXHIBIT NUMBER



2000-0182040

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

STATE OF TEXAS §

COUNTY OF BEXAR §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOUNTAIN LODGE UNIT 2 AND 2A (the "Supplemental Declaration") is made this 18th day of October, 2000, by 281 Canyon Partners, Ltd., a Texas limited partnership (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property (the "Neighborhood") described on Exhibit A, attached hereto and made a part hereof for all purposes; and

WHEREAS, Declarant has heretofore subjected certain land (the "Land"), of which the Neighborhood is a part, to certain covenants, conditions, restrictions, easements, charges and liens set forth in the Master Declaration of Covenants, Conditions and Restrictions for 281 East Land (the "Declaration") filed with the County Clerk of Bexar County in Volume 8202, Page 0516, in the Official Public Records of Real Estate of Bexar County, Texas; and

WHEREAS, Declarant deems it desirable to impose certain additional covenants, conditions, and restrictions upon the Neighborhood as provided for under the Declaration.

NOW, THEREFORE, Declarant declares that the Neighborhood is and shall be held, transferred, sold, conveyed, used and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Supplemental Covenants and Restrictions") hereinafter set forth.

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ARTICLE I

DEFINITIONS

Terms used in this Supplemental Declaration with initial capital letters that are not otherwise defined herein shall have the meanings given to them in the Declaration.

ARTICLE II

NEIGHBORHOOD

The Neighborhood is also a Neighborhood under the Declaration. The name of the Neighborhood is Mountain Lodge.

ARTICLE III

USE OF PROPERTIES AND LOTS - PROTECTIVE COVENANTS

The Properties and each Lot situated thereon shall be constructed, developed, occupied and used as follows:

3.1 Setback Requirements. All front, side, and rear setbacks from Lot lines shall be approved by the New Construction Committee, shall meet the requirements of all applicable codes and ordinances of the City of San Antonio and, subject to the provisions of Section 3.6 with respect to the permitted location of garages, shall meet the following requirements:

<u>Side Yard</u>	<u>Front Yard</u>	<u>Rear Yard</u>
5'	20'	15'

3.2 Minimum Floor Space. Each dwelling constructed on any Lot in the Neighborhood shall contain a minimum of one thousand seven hundred (1,700) square feet of air conditioned floor area, exclusive of porches, garages, or breezeways attached to the main dwelling.

3.3 Construction Requirements. At least seventy-five percent (75%) of the surface of the first floor exterior wall area (excluding windows and doors) below the plate line of all residential dwellings shall be constructed of stucco, brick veneer, or stone material listed in the Architectural Guidelines, and such exterior material shall have the explicit, itemized approval of the New Construction Committee for that particular dwelling.

3.4 Roofing Material. The exposed roofing material shall be asphalt or composition type shingles with at least a twenty-five (25) year warranty. All roofing material shall have the explicit, itemized approval of the New Construction Committee for each structure constructed on a Lot in the Neighborhood. The roof pitch of any structure shall have the explicit, itemized approval of the New Construction Committee.

3.5 Exterior Paint and Stain Colors. Exterior paint and stain colors, which may be limited to those listed in the Architectural Guidelines, shall have the explicit, itemized approval of the New Construction Committee.

3.6 Garages and Driveways. Each dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. Front entry and rear detached garages are permitted. Any garage located a minimum of sixty-five (65) feet behind the front property line of the Lot may be located no nearer than three (3) feet from the side property line of the Lot. Any garage may be located no nearer than ten (10) feet from the rear property line of the Lot. All driveways must accommodate two (2) conventional automobiles in front of the garage for off-street parking, and shall be constructed of concrete with a brushed finish.

3.7 Fences. All fences for any dwelling shall be constructed of metal, masonry, or wood (and if constructed of wood, shall have slats at least 1" x 6" in size and shall have the explicit, itemized approval of the New Construction Committee. No spruce, pine, dog-ears, or pickets are permitted.

ARTICLE IV

APPROVALS AND VARIANCES

4.1 Required Approval. No building, structure, paving, pools, fencing, hot tubs or improvement of any nature shall be erected, placed or altered on any Lot unless the approvals required by the Declaration have been obtained from the New Construction Committee.

4.2 Variances. Upon submission of a written request for same, the New Construction Committee may, from time to time, in its sole discretion, permit Owners to construct, erect, or install improvements which are in variance from this Supplemental Declaration or the Architectural Guidelines. In any such case, variances shall be in basic conformity with and shall blend effectively with the overall quality, general architectural style and design of the community. No member of the New Construction Committee shall be liable to any Owner for any claims, cause of action, or damages arising out of the grant of, or the refusal to grant, any variance to an Owner. Each request for a variance submitted hereunder shall be reviewed separately and apart from other such requests and the granting of a variance to any Owner shall not constitute a waiver of the New Construction Committee's right to strictly enforce this Supplemental Declaration against any other Owner.

4.3 No Liability. Neither Declarant, the Association, the Committee, any Modifications Committee, any Neighborhood Association, the Board of Directors, nor the officers, directors, members, employees or agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every Person who submits plans or specifications and every Owner agrees that he will not bring any action or suit against Declarant, the Association, the Committee, any Modifications Committee, any Neighborhood Association, the Board of Directors, or the officers, directors, members, employees or agents of any of them, to recover any such damages and hereby releases, remises, and quitclaims all claims, demands and causes of action arising out of or in connection with any actual or alleged mistake of judgment, negligence or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. Approval of plans and specifications by the Committee or any Modifications Committee is not approval thereof for engineering or structural design or adequacy of materials. By approving such plans and specifications neither the Committee, any Modifications Committee, the members of either, the Declarant, the Association, any Neighborhood Association, nor the Board of Directors assumes liability or responsibility for safety or adequacy of design, nor for any defect to any structure constructed from such plans and specifications.

ARTICLE V

GENERAL PROVISIONS

5.1 Duration. The Supplemental Covenants and Restrictions of this Supplemental Declaration shall run with and bind the Neighborhood, and shall inure to the benefit of and be enforceable by Declarant, the Association, and (upon compliance with Section 5.3 hereof) each Owner of a Lot in the Neighborhood, and each of their respective successors and assigns. This Supplemental Declaration shall be effective for an initial term of thirty-five (35) years from the date that this Supplemental Declaration is recorded in the Official Public Records of Real Property of Bexar County, Texas, after which time such Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years unless, at least one (1) year prior to the expiration of the then current term, an instrument terminating this Supplemental Declaration is signed by Owners of at least seventy percent (70%) of the Lots in the Neighborhood, and is recorded in the Official Public Records of Real Property of Bexar County, Texas.

5.2 Amendments. Notwithstanding Section 5.1 of this Article, this Supplemental Declaration may be amended and/or changed upon the express written consent of the Owners of at least seventy percent (70%) of the Lots in the Neighborhood. Any and all amendments of this Supplemental Declaration shall be recorded in the Official Public Records of Real Property of Bexar County, Texas.

5.3 Enforcement. These Supplemental Covenants and Restrictions may be enforced by Declarant and the Association against any Person or Persons violating or attempting to violate them, by any proceeding at law or in equity, including, without limitation, through actions to enjoin violations, to recover damages, or to enforce any lien created by these covenants. The failure by Declarant or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If an Owner of a Lot in the Neighborhood believes that these Covenants and Restrictions have been violated, such Owner (the "Notifying Owner") may deliver written notice thereof to the Board of Directors identifying the violation and the Person violating the Supplemental Covenants and Restrictions and requesting the enforcement thereof. If, within ninety (90) days after receiving such notice and request, the Board of Directors fails or refuses to commence to enforce these Supplemental Covenants and Restrictions against the Person identified in such written notice as violating them, the Notifying Owner shall have a private right to enforce the Supplemental Covenants and Restrictions so violated against the Person identified as the violator thereof in the written notice to the Board of Directors.

5.4 Conflict with Declaration. If any provision of this Supplemental Declaration conflicts with a provision in the Declaration pertaining to the same subject, the provision that is more restrictive, or that contains the more stringent requirement, shall control.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the date set forth in the first paragraph of this Supplemental Declaration.

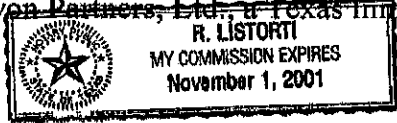
281 CANYON PARTNERS, LTD., a Texas limited partnership

By: Thompson Realty Investment Corporation, its general partner

By: W. T. Field
W. T. Field, President

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 18th day of October, 2000, by W. T. Field, President of Thompson Realty Investment Corporation, the sole general partner of ~~281 Canyon Partners, Ltd., a Texas limited partnership~~, on behalf of said partnership.



R. Listorti
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:

281 Canyon Partners, Ltd.
1600 N. Collins, Ste 2100
Richardson, Texas 75080

WDL 08616 PG 01459

EXHIBIT A

FIELD NOTES

FOR

A 63.00 acre, or 2,744,148 square feet, tract of land out of the Beaty, Seale and Forwood Survey No. 1, Abstract 113, County Block 4926, and the B. Staffel Survey No. 2 Abstract 946, County Block 4925, the said 63.00 acre tract containing 0.14 acres out of a 474.1 acre tract (Tract III) as recorded in Volume 5596, Page 1692, and 62.86 acres out of the 381.4 acre tract (Tract IV) as recorded in Volume 5596, Page 1734 of the Official Public Records of Real Property of Bexar County, Texas, the said 63.00 acres being out of a 522.6 acre tract recorded in Volume 7916, Page 1115-1127 of the Official Public Records of Real Property of Bexar County, Texas. Said 63.00 acres being more particularly described as follows:

COMMENCING At a found ½" iron rod at the easterly, southeast corner of the 48.56 acre tract (Tract II) as recorded in Volume 5596, Page 1653 of the Official Public Records of Real Property of Bexar County, Texas, on the west right-of-way line of U.S. Highway 281 (a 200-foot right-of-way), same being a northeasterly corner of Lot 56 of the Oaklands P.U.D. Subdivision recorded in Volume 9530, Page 151-155 of the Deed and Plat Records of Bexar County;

THENCE: S 82°12'40" W, departing the west line of U.S. Highway 281 with the south line of the aforementioned 48.56 acre tract (Tract II), being the occupied north line of the said Oaklands P.U.D. Subdivision, a distance of 1,483.82 feet to a found pinched pipe at an angle point;

THENCE: S 72°28'02" W, at 716.0 feet passing the se corner of Lot 97, a variable width drainage easement of the Laredo Springs subdivision Unit 1 recorded in Volume 9545, Page 70-73 of the Deed and Plat Records of Bexar County, Texas, at 1208.25 feet passing the southwest corner of the said Tract II, the easternmost southeast corner of the of the aforementioned 381.4 acre tract (Tract IV) and continuing with the occupied north line of the said Oaklands P.U.D. subdivision for a total distance of 1,297.33 feet to a found ½" iron rod;

THENCE: S 41°10'18" W, continuing with the south line of the said Tract IV, being the occupied north line of the said Oakland P.U.D. subdivision a distance of 166.84 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson" at the southwest corner of said Lot 97, the POINT OF BEGINNING of this tract;

THENCE: S 41°10'18"W, continuing with the south line of the said Tract IV, being the occupied north line of the said Oakland P.U.D. subdivision a distance of 1300.55 feet to a set ½" iron rod with cap marked "Pape-Dawson", from which a found ½" iron pipe at the northwest corner of Lot 30 of said Oaklands P.U.D. subdivision, a corner of the said Tract IV bears S 41°10'18" W, a distance of 2672.37 feet;

THENCE: S 57°32'13"W, departing said line a distance of 597.45 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 88°05'42"W, a distance of 152.51 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 29°54'16"W, a distance of 112.87 feet to a set ½" iron rod with yellow cap marked "Pape-Dawson";

THENCE: N 15°20'44"W, a distance of 127.25 feet to a set nail in rock;

102 00616 PG 01450

THENCE: N 10°24'08"W, a distance of 298.47 feet to a set "+" in rock;

THENCE: N 25°54'05"W, a distance of 203.41 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 43°43'42"W, a distance of 148.56 feet to a set "+" in rock;

THENCE: N 39°39'46"W, a distance of 50.00 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: Along the arc of a curve to the right, said curve having a radial bearing of S 39°41'38" E, a radius of 1725.00 feet, a central angle of 1°00'27", a chord bearing and distance of N 50°48'36" E, 30.33 feet, an arc distance of 30.33 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 24°39'39"W, a distance of 143.29 feet to a set "+" in rock;

THENCE: N 33°12'11"W, a distance of 44.45 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 57°49'50"E, a distance of 210.97 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 56°16'47"E, a distance of 259.70 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 52°06'38"E, a distance of 244.21 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 61°17'49"E, a distance of 207.36 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 77°30'55"E, a distance of 207.36 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 79°45'52"E, a distance of 110.72 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 60°00'45"E, a distance of 125.60 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 38°43'29"E, a distance of 125.60 feet to a set "+" in rock;

THENCE: N 17°26'13"E, a distance of 125.60 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 03°51'03"W, a distance of 125.60 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 20°02'09"W, a distance of 161.58 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 43°22'14"W, a distance of 184.73 feet to a set ½" iron rod with cap marked "Pape-Dawson";

THENCE: N 83°50'53"W, a distance of 78.46 feet to a set "+" in rock;

THENCE: N 72°58'01"W, a distance of 130.01 feet to a set ½" iron rod with cap marked "Pape-Dawson";

101 00515 PG 01461

Page 3 of 3
67.35 Acres

- THENCE: N 19°23'18"E, a distance of 153.68 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- THENCE: N 22°11'59"E, a distance of 383.60 feet to a set "+" in rock;
- THENCE: N 82°52'28"E, a distance of 686.98 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- THENCE: S 00°47'48"E, a distance of 674.91 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- THENCE: S 15°01'35"E, a distance of 594.89 feet to a set ½" iron rod with cap marked "Pape-Dawson";
- THENCE: S 02°00'06"W, a distance of 380.17 feet to the POINT OF BEGINNING and containing 63.00 acres in Bexar County, Texas.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 13, 2000
JOB No.: 4568-20
DOC.ID.: M\4568\20\WORD\FIELD NOTES\001013A1.DOC

101 00516 PG 01462

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

OCT 25 2000



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

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

On Oct 24 2000
At 4:10pm

Receipt #: 380480
Recording: 19.00
Doc/Mgmt: 6.00
Doc/Num: 2000-0182040
Deputy -Martha Salame

VOL 08616 PG 01463