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281 CANYON

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

STATE OF TEXAS            §  
  
COUNTY OF BEXAR         §

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MOUNTAIN LODGE (the "Supplemental Declaration") is made this 5<sup>th</sup> day of November, 1999, 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 of even date herewith 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

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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 Variations. 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, variations

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.

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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.

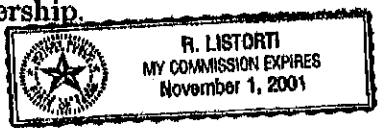
281 CANYON PARTNERS, LTD., a Texas limited partnership

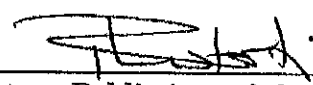
By: Thompson Realty Investment Corporation, its general partner

By:   
W. T. Field, President

THE STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS         §

This instrument was acknowledged before me on the 9<sup>th</sup> day of November, 1999, 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.



  
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

VLL8202 #B0521



FIELD NOTES  
FOR  
MOUNTAIN LODGE

An 33.89 acre, or 1,476, 000 square feet, tract of land out of a portion of a 52.24 acre tract, a portion of a 48.56 acre tract, and a portion of a 474.1 acre tract, as described in instruments recorded respectively in Volume 5596, Page 1614, Volume 5596, Page 1653, and Volume 5596, Page 1692, all in the Official Public Records of Real Property of Bexar County, Texas, said 22.56 acre tract being out of the Beaty, Seale and Forwood Survey No. 1, Abstract No. 113, County Block 4926. Said 33.89 acres being further described as follows:

COMMENCING: At a found 1/4" 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, Pages 151-155 of the Deed and Plat Records of Bexar County, Texas;

- THENCE: N 37°14'46" W, a distance of 1361.09 feet to the POINT OF BEGINNING, said point being the northeasterly corner of the herein described tract;
- THENCE: S 21°49'51" W, a distance of 204.17 feet to a point;
- THENCE: S 41°45'56" W, a distance of 635.35 feet to a point;
- THENCE: S 74°36'59" W, a distance of 319.41 feet to a point;
- THENCE: S 56°49'33" W, a distance of 986.50 feet to a point;
- THENCE: N 33°10'27" W, a distance of 503.84 feet to a point;
- THENCE: N 05°44'38" W, a distance of 723.35 feet to a point on a curve of a non-tangent curve;
- THENCE: Easterly with a curve to the left, said curve having a radial bearing of N 12°22'02" W, a radius of 1143.00 feet, a central angle of 09°23'13", a chord bearing and distance of N 72°56'22" E, 187.05 feet, and an arc length of 187.26 feet to a point of intersection of a non-tangent line;
- THENCE: N 84°15'22" E, a distance of 452.66 feet to a point on a curve of a non-tangent curve;
- THENCE: Southeasterly, and Easterly with a curve to the left, said curve having a radial bearing of N 24°53'15" E, a radius of 430.00 feet, a central angle of 30°37'52", a chord bearing and distance of S 80°25'41" E, 227.16 feet, and an arc length of 229.88 feet to a point of tangency;
- THENCE: N 84°15'22" E, a distance of 967.42 feet to a point of curvature to the right;
- THENCE: Southeasterly with a curve to the right, said curve having a radial bearing of S 05°44'38" E, a radius of 470.00 feet, a central angle of 20°17'40", a chord bearing and distance of S 85°35'48" E, 165.61 feet, and an arc length of 166.48 feet to the POINT OF BEGINNING and containing 33.89 acres, or 1,476,200 square feet, in the City of San Antonio, Bexar County, Texas.

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PREPARED BY: Pape-Dawson Engineers, Inc.  
DATE: 4568-07  
JOB No.: August 16, 1999  
DOC.ID.: M:\36\00\WORD\FIELD NOTES\990816A1.doc

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:

NOV 10 1999



*Gerry Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS

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

On Nov 10 1999

At 12:47pm

Receipt #: 280049  
Recording: 15.00  
Doc/Hgat: 6.00

Doc/Num: 99- 0210760

Deputy - Suzanne Ybarra

RECORDER'S MEMORANDUM

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARSON OR PHOTO COPY, DISCOLORED PAPER, ETC.

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FILE 8202 PG 0523