

FIRST AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS, SUMMERGLEN, UNIT 5A-1
(PLANNED UNIT DEVELOPMENT),
BEXAR COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF BEXAR § KNOW ALL MEN BY THESE PRESENTS:

This Amendment of Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by SOUTHERLAND/RED CREEK RANCH VENTURE, a Joint Venture 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 Summerglen, Unit 5A-1, recorded under clerk document #20030306723, Book 10440, Page 403 ("Summerglen Restrictions"); and,

WHEREAS, Declarant desires to amend the Summerglen Restrictions 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 Restrictions; and,

WHEREAS, this Amendment conforms with Section 9.3(A) of the Summerglen Restrictions authorizing Declarant to amend the Summerglen Restrictions 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 joinder of any owner; and,

NOW, THEREFORE, the Summerglen Restrictions are, pursuant to Section 9.3(A) hereby amended as follows:

1. Article III, Section 3.22 is hereby amended to read as follows:

3.22 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes shall be parked or placed on any Lot at any time, and no travel trailers or

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recreational vehicles shall be parked on or near any Lot so as to be visible from adjoining property or public or private thoroughfares for more than seventy-two (72) hours. Notwithstanding, the Developer reserves the right to maintain such structures/vehicles within the subdivision as, in its sole discretion, may determine to be necessary or convenient while selling lots.

2. Article III, Section 3.23. is hereby amended to read as follows:

3.23 Fences. The construction of fences shall be subject to the prior written consent of the Architectural Control Committee. The Architectural Control Committee may, in its discretion, prohibit the construction of any proposed fence, or specify the materials of which any proposed fence must be constructed, or require that any proposed fence be partially screened by vegetation. No fence shall be permitted within any street yard. (Street yard is the yard abutting a street which lies between the street and the face of the house as described in the City Landscape Ordinance.) All fences shall be a minimum of four feet and a maximum of 6.5 feet in height and shall be constructed using masonry, wrought iron, or a combination of masonry and wrought iron. (Common cement or cinder block and chain link are specifically excluded.) Fences on the side or back of the house, and not facing a street, may be made of masonry, wrought iron, or a combination of masonry and wrought iron, or a combination of masonry and wood. When wooden fences are constructed (including replacement wooden fences), a masonry column must be erected no less than every fifty (50) feet within wooden fence sections and at the merger of the wooden fence sections with either wrought iron and/or masonry fence sections. The design, materials and specifications of all fencing shall be approved by the Architectural Control Committee. The Declarant shall include in his fence design, or cause to be included accent landscaping in the public right-of-way to compliment all rear lot line fencing.

A security fence which prevents free access to a swimming pool area from adjoining properties is required for all swimming pools built on or after the date of this Amendment. A yard fence with lockable gates qualifies as a swimming pool security fence. Swimming pool security fences shall be a minimum of four feet high and constructed in accordance with the paragraph above. When a new swimming pool is constructed, swimming pool security fences shall be completed before the pool is filled with water. Notwithstanding, the owner of a dwelling with a swimming pool which does not have a security fence on the date this Amendment is filed is exempt from this provision.

Fence maintenance shall be the responsibility of the property owner and all damage shall be repaired within thirty (30) days of written notification by the Master Association. It shall be a violation of this Declaration to maintain a fence in such a manner as to allow (1) any portion of a fence to lean so that the fence's axis is more than five (5) degrees out of perpendicular alignment with its base, (2) missing, loose or damaged stone or wood rails in the fence and (3) symbols, writings, and other graffiti on the fence.

3. Article III, Section 3.37 is hereby adopted as follows:

3.37 Screening for Swimming Pool Support Systems. Swimming pool support systems (e.g. filters, pumps, and association plumbing) shall be screened from view from the street. Screening may consist of vegetation and/or building materials that are in harmony with the residence and approved by the Architectural Control Committee. Notwithstanding, the owner of a dwelling with a swimming pool which does not have screening for the swimming pool support systems on the date of filing of this Amendment shall complete the installation of screening for the swimming pool support systems no later than one hundred twenty (120) days from the Date this Amendment is filed.

4. Article VI, Section 6.7 is hereby amended to read as follows:

6.7 Review of Proposed Construction. Whenever in this Declaration, or in any Supplemental Declaration, the approval of the Architectural Control Committee is required, it shall consider all of the Plans and Specifications for the Improvement or proposal in question and all other relevant facts and information and may require an Owner to provide such other information as is relevant. Except as otherwise specifically provided herein, prior to the commencement of any construction of any Improvement on the Property or any portion thereof, the Plans and Specifications therefore shall be submitted to the Architectural Control Committee, and construction thereof may not commence unless and until the Architectural Control Committee has approved such Plans and Specifications in writing. The Architectural Control Committee shall approve or disapprove any plans in accordance with these restrictions within thirty days from the date of the submission of such plans. The Architectural Control Committee may postpone review of the Plans and Specifications until such time as the Architectural Control Committee has received all requested and necessary information so long as the Architectural Control Committee requests such information within ten days from the submission of the plans and specifications. If the Architectural Control Committee has not issued its approval or disapproval within thirty days from the date all information is received, the plans and specifications shall be deemed

approved. The Architectural Control Committee shall consider and act upon any and all Plans and Specifications submitted for its approval pursuant to this Declaration and perform such other duties assigned to it by this Declaration or as from time to time shall be assigned to it by the Board, including the inspection of construction in progress to assure its conformance with Plans and Specifications approved by the Architectural Control Committee. The Architectural Control Committee shall not be responsible for reviewing any proposed Improvements, nor shall its approval of any Plans and Specifications be deemed approval thereof from the standpoint of structural safety, engineering soundness, or conformance with building or other codes.

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

EXECUTED this the 25th day of February, 2004.

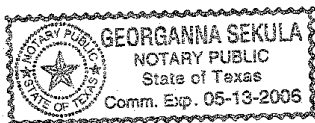
SOUTHERLAND/RED CREEK VENTURE, a
Joint Venture by SOUTHERLAND PROPERTIES,
INC., a Texas Corporation, Joint Venturer

By: [Signature]
JAY PATTERSON, Vice President

THE STATE OF TEXAS §

COUNTY OF Hays §

This instrument was acknowledged before me on this the 25th day of February, 2004, 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.



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

MAR 05 2004



Gerry Rickhoff
COUNTY CLERK BEXAR COUNTY, TEXAS

Doc# 20040047136

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Filed & Recorded in
Official Records of

BEXAR COUNTY
GERRY RICKHOFF
COUNTY CLERK

Fees \$22.00

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