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ProComm Inc

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**FIRST AMMENDMENT TO
DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
A DEVELOPMENT KNOWN AS
THE MESA AT IRON HORSE CANYON
A PORTION OF THE DEVELOPMENT OF LAND COMMONLY KNOWN
AS IRON HORSE CANYON**

**THIS IS A COMPREHENSIVE LEGAL DOCUMENT WHICH PROVIDES FOR THE
IMPOSITION OF MANDATORY HOMEOWNER ASSESSMENTS. THIS
DECLARATION IS BINDING UPON ALL FUTURE OWNERS OF THE REAL
PROPERTY DESCRIBED IN THIS DECLARATION.**

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WHEREAS, unless otherwise provided in this First Supplement, definitions contained in the Declaration shall have the same meaning in this First Supplement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Declarant hereby agrees to supplement the Declaration as follows:

1. **No Further Changes.** Except as expressly set forth below, the Declaration shall remain unchanged and shall continue in full force and effect.

A. Each builder shall be required to submit to the ACC, along with their plans, a refundable security deposit in the amount of \$1,250. (Re: Article 4, Section 3.1 ACC SUBMITTAL PROCESS - Overall Iron Horse Covenants recorded in Vol 9524, Page 2002.)

B. Landscape plans must be submitted to the ACC no later than closing. Installation of such landscape shall occur no later than 30 days following closing of the home to buyer or 30 days following completion of a model or speculative home. (Re: Article 2, Section 2.A, Mesa Covenant recorded in Vol 9524, Page 2049)

C. Building setback shall be as follows:

Rear setback shall be 30'

Side setbacks shall be 7'

Front setbacks shall be as follows:

Lots 1 - 6, Block 8 shall be 40'

Lots 7 - 29, Block 8 shall be 30'

Lots 30 - 33, Block 8 shall be 50'

2. **INTERPRETATION.** If this Declaration or any word, clause, sentence, paragraph or other part thereof shall be susceptible to more than one, or conflicting interpretations, then the interpretation which is more nearly in accordance with the general purposes and objectives of this Declaration shall govern.

3. **OMISSIONS.** If any punctuation, word, clause, sentence, or provisions necessary to give meaning, validity, or effect to any other word, clause, sentence, or provision appearing in this Declaration shall be omitted herefrom, then it is hereby declared that such omission was unintentional and that the omitted punctuation, word, clause, sentence or provision shall be supplied by inference.

4. **GENDER AND GRAMMAR.** The singular, whenever used herein, shall be construed to mean the plural, when applicable, and the necessary grammatical changes required to make the provisions here apply either to corporations or individuals, males or females, shall in all cases be assumed as though in each case fully expressed.

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EXECUTED effective the 1st day of February 2006DECLARANT:
MANN-IRON HORSE E, LTD., a Texas
limited partnership

By: DAVNA, INC.,

a Texas corporation
General PartnerBy: [Signature]
DAVID MANN, President

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 1st day of February, 2006, by DAVID MANN, in his above stated capacity.[Signature]
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

MANN-IRON HORSE E, LTD.
150 N LOOP 1604 E, SUITE 202
SAN ANTONIO, TX 78232



Mann Development, Ltd.

150 N. Loop 1604 East, Suite 202

San Antonio, TX 78232

Office: (210) 491-0420 Fax: (210) 491-0540

Date: 12/7/05

To: Masterworks

Fax: ~~210-491-0540~~

From: Leah Webb

Number of pages including Cover: 4 pages

Message:

Please find the attached amendment to the Covenants for Unit E, The Mesa @ Iron Horse Canyon.

Cc: Jennifer Kravitz