



LT1-77-20080048165-1

**FIRST AMENDMENT TO
THE PRESERVE AT ALAMO RANCH
SUBORDINATE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS**

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §



LT2-13386-887-3

This First Amendment to The Preserve at Alamo Ranch Subordinate Declaration of Covenants, Conditions and Restrictions (this "Amendment") is made to be effective on the date recorded in the Official Records of Bexar County, Texas with respect to the following facts:

A. The Preserve at Alamo Ranch Subordinate Declaration of Covenants, Conditions and Restrictions was recorded on July 3, 2007, in Volume 12969, Page 227, Official Records of Bexar County, Texas (the "Declaration").

B. Hanna/Magee L.P. #1, a Texas limited partnership ("Declarant"), is the "Declarant" under the Declaration.

C. Article IX, Section 9.3 of the Declaration permits Declarant to unilaterally amend the Declaration during the Control Period. As of the date hereof, the Control Period has not expired and Declarant has the right to so amend the Declaration.

NOW, THEREFORE, Declarant declares as follows:

1. Defined Terms. Capitalized terms used in this Amendment and not otherwise defined shall have the same meaning as set forth in the Declaration.

2. Location of Improvements. The following paragraph shall be added to the Design Guidelines contained in Article III of the Declaration as a new paragraph entitled "Location of Improvements":

Location of Improvements. No Improvements (except landscaping, sidewalks and driveways) shall be located on any Lot nearer to the front Lot line than twenty feet (20'). No building shall be located on any Lot nearer than ten feet (10') to any rear Lot line, and no building shall be located on any Lot nearer than ten feet (10') to any side Lot line adjacent to a Private Roadway. Unless the building is to be located on more than one Lot, no building shall be located nearer than five feet (5') to an interior Lot line. For the purposes of this Declaration, eaves, steps and unroofed terraces shall not be considered as part of a building; provided, however, that this shall not be construed to allow any Improvement to encroach upon another Lot. Notwithstanding

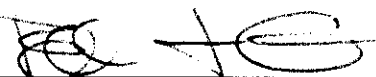
the general guidelines herein set forth as to location of Improvements upon the Lot, Declarant intends that Improvements be located so as to preserve existing trees, vegetation and topography to the extent reasonable and practical. The ACC may require or grant variances with respect to these requirements, so long as no Improvement encroaches upon another Lot, utility easement, or public right-of-way or any building structure is located less than ten feet (10') from the primary dwelling structure on an adjacent Lot.

3. Ratification. Expressly as expressly provided herein, Declarant hereby ratifies and confirms the Declaration in all respects.

DECLARANT:

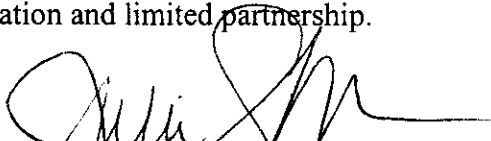
HANNA/MAGEE L.P. #1, a Texas limited partnership

By: Hanna/Magee GP #1, Inc., a Texas corporation, General Partner

By: 
Blake J. Magee, President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on ~~January~~ ^{February} 11th, 2008, by Blake J. Magee, President of Hanna/Magee GP #1, Inc., General Partner of HANNA/MAGEE L.P. #1, a Texas limited partnership, on behalf of said corporation and limited partnership.


NOTARY PUBLIC, State of Texas
Print Name: Julie S. Weber

Consent of Declarant under Master Declaration

The undersigned is executing this Declaration to confirm its approval, in its capacity as Master Declarant, of this Amendment to a Subordinate Declaration (as such term is defined in the Master Declaration).

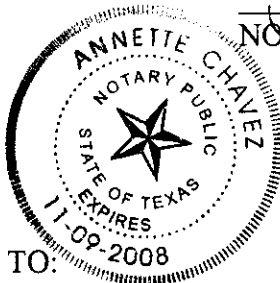
PULTE HOMES OF TEXAS, L.P., a Texas limited partnership

By: Pulte Nevada I, LLC, a Delaware limited liability company, General Partner

By: [Signature]
Name: Laurin Darnell
Title: Assistant Secretary

STATE OF TEXAS §
 §
COUNTY OF Bexar §

This instrument was acknowledged before me on the 04th day of March, 2008, by Laurin Darnell, Assistant Secretary Pulte Nevada I, LLC, a Delaware limited liability company, general partner of **PULTE HOMES OF TEXAS, L.P.**, a Texas limited partnership, on behalf of said limited liability company and limited partnership.



[Signature]
NOTARY PUBLIC, State of Texas

AFTER RECORDING RETURN TO:

Hurst Savage & Vanderburg, L.L.P.
814 W. Tenth Street
Austin, Texas 78701
Attn: Ann E. Vanderburg

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 this 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 10 2008

Doc# 20080048165 Fees: \$24.00
03/10/2008 9:12AM # Pages 3
Filed & Recorded in the Official Public
Records of BEXAR COUNTY
GERRARD RICKHOFF COUNTY CLERK



[Signature]
COUNTY CLERK BEXAR COUNTY, TEXAS