

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HALLIE'S COVE**

This SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HALLIE'S COVE (this "Amendment") is made this 18 day of January, 2021, by TRIPLE H DEVELOPMENT, LLC, a Texas limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Hallie's Cove (the "Subdivision") is a subdivision of Bexar County, Texas which is overseen by the Hallie's Cove Homeowners Association, Inc., a Texas non-profit corporation (the "Association"); and,

WHEREAS, the Association is governed in part by that certain Declaration of Covenants, Conditions and Restrictions for Hallie's Cove recorded on November 9, 2017 as Document No. 20170222223 of the Official Public Records of Real Property of Bexar County, Texas, as amended by the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Hallie's Cove recorded on July 24, 2018 as Document No. 20180143784 of the Official Public Records of Real Property of Bexar County, Texas (The "Declaration"); and,

WHEREAS, pursuant to Article VIII, Section 8.2 of the Declaration, Declarant has the power and authority to amend the Declaration as necessary for the development of the Property, as such term is defined in the Declaration; and,

WHEREAS, Declarant desires to amend the Declaration.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Article VII, Section 7.4 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 7.4. Liability of Owner for Damage. Each Owner is liable to the Association for any and all damages to the Common Area caused by the Owner, Residents of the Owner's Lot and/or guests, employees, agents or invitees of the Owner or a Resident of the Owner's Lot. A liable Owner shall pay the Association the full cost of repairs within thirty (30) days of the repairs. If the liable Owner fails to do so, the cost of repairs shall be assessed against the Owner's Lot and secured by the continuing lien upon the Lot and may be enforced as provided in Section 4.10 herein. Furthermore, the Board may impose a fine of up to \$5,000.00 per occurrence for each incident of any person dumping waste, debris, rubbish, construction material or other object in any part of the drainage system for the Subdivision. Any amounts owed under this Section

shall be and is hereby secured by alien on the Lot(s) of the Owner associated with the violation.

2. All capitalized terms undefined in this Amendment shall have the same meanings herein as are prescribed to them in the Declaration.

3. In the event of any inconsistency, the terms and provision of this Amendment shall control over and modify the terms and provisions of the Declaration. Except as specifically amended by the provisions hereof, the terms and provisions stated in the Declaration shall continue to govern the rights and obligations of the parties thereunder, and all provisions and covenants in the Declaration, as amended hereby, shall remain in full force and effect and are hereby ratified and confirmed, and shall be construed along with this Amendment on one instrument.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed as of the date set forth above.

DECLARANT:

TRIPLE H DEVELOPMENT, LLC,
a Texas limited liability company

By: _____

Harry Hausman, Manager

STATE OF TEXAS §

§

COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this the 18 day of January, 2021, personally appeared Harry Hausman, Manager of Tripe H Development, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein contained and in the capacity therein stated.

Mary Magdalen Hoyt
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Hallie's Cove Homeowners Association, Inc.
c/o Diamond Association & Management Consulting
14603 Huebner Road, Building 40
San Antonio, TX 78230



9000064.2044195

File Information

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LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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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 eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 1/19/2021 10:10 AM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk