

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

This FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HALLIE'S COVE (this "**Amendment**") is made this 23 day of July, 2018, 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**");

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 (the "**Declaration**");

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 so desires to amend the Declaration.

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

1. Article III, Section 3.5 of the Declaration is hereby deleted in its entirety and replaced with the following:

"Section 3.5 Setbacks. The location of all Dwellings and improvements shall comply with the minimum setbacks shown on the recorded plat for the applicable Lot. For purposes of this section, eaves, steps and porches (open and covered) will not be considered as part of a Dwelling or improvement. In no event shall any such Dwelling or improvements be constructed, placed or maintained within ten feet (10') of the side boundary of a Lot, within twenty-five feet (25') of the front boundary of a Lot, or within twenty feet (20') of the rear boundary of a Lot; provided, however, a maximum of twenty (20) linear feet of the width of the Dwelling or improvements located on the Lot may have a reduced minimum rear yard setback of ten feet (10'). However, this section shall not be construed to permit any portion of any Dwelling or improvement to encroach on another Lot or any part of the Common Area."

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

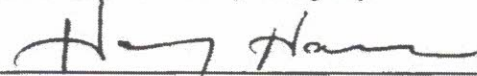
3. In the event of any inconsistency, the terms and provisions of this Amendment shall control over and modify the terms and provisions of the Declaration. Except as specifically amended by the provisions hereof, the terms and provisions stated in the Declaration shall continue to govern the rights and 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 as one instrument.

[SIGNATURE PAGE TO FOLLOW]

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: 

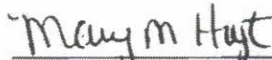
Name: Harry Hausman

Title: Manager

STATE OF TEXAS §

COUNTY OF Bexar §

BEFORE ME, the undersigned authority, on this 23 day of July, 2018 personally appeared Harry Hausman, Manager of Triple 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 or she executed the same for the purposes therein contained and in the capacity therein stated.


Notary Public



File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
GERARD C. RICKHOFF, BEXAR COUNTY CLERK**

Document Number: 20180143784
Recorded Date: July 24, 2018
Recorded Time: 11:56 AM
Total Pages: 4
Total Fees: \$34.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

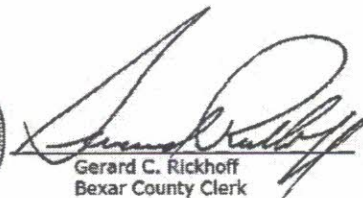
**** Do Not Remove ****

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:
7/24/2018 11:56 AM




Gerard C. Rickhoff
Bexar County Clerk