

**AFTER RECORDING RETURN TO:**

Carey Gunn Venditti, Esq.  
Jennifer Cook Purcell, Esq.  
DLA PIPER LLP (US)  
401 Congress Ave., Ste 2500  
Austin, Texas 78701  
carey.venditti@dlapiper.com



# **CARMEN HEIGHTS**

*A Residential Community in  
Bexar County, Texas*

## **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**Declarant: SA CORDUROY, LLC**, a Texas limited liability company

Cross reference to Carmen Heights Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 20180108277 in the Official Public Records of Bexar County, Texas, as such may be amended from time to time.

## FIRST AMENDMENT TO THE CARMEN HEIGHTS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This First Amendment to the Carmen Heights Declaration of Covenants, Conditions and Restrictions (this "**Amendment**") is made by **SA CORDUROY, LLC**, a Texas limited liability company (the "**Declarant**"), and is as follows:

### RECITALS:

**A.** Declarant previously executed and recorded that certain Carmen Heights Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 20180108277 in the Official Public Records of Bexar County, Texas, as such may be amended from time to time (the "**Declaration**").

**B.** Pursuant to *Section 9.03* of the Declaration, Declarant may amend the Declaration acting alone.

**C.** Declarant now desires to amend the Declaration as set forth hereinbelow.

**NOW THEREFORE**, Declarant hereby amends and modifies the Declaration as follows:

**1. Zero Lot Line Easements.** *Section 10.06* is hereby deleted in its entirety and is replaced with the following:

**10.06 Zero Lot Line Easements.** In order to create more usable space and as an intended feature of the Property, Dwellings within a Lot may be constructed in such a manner that one side elevation of a Dwelling (the "**Zero Elevation**") on the Lot (the "**Dominant Lot**") is constructed on or in close proximity and parallel to the side boundary line (the "**Zero Lot Line**") of the adjacent Lot ("**Adjacent Lot**"). In addition, walls or fencing (which may be combined with the exterior wall of the Dwelling on the Dominant Lot itself), may be constructed along the Zero Lot Line to serve as a physical barrier between the Dominant Lot and the Adjacent Lot. For purposes of this *Section 10.06*: (i) any roof overhang and any structure on the Dwelling on the Dominant Lot that encroaches into or onto the Adjacent Lot due to the settling of the Dwelling shall be known as the "**Permitted Dwelling Encroachment**"; (ii) any walls or fencing constructed along the Zero Lot Line that may be combined with the exterior wall of the Dwelling on the Dominant Lot itself, shall be known as the "**Zero Lot Line Wall or Fence**"; and (iii) any and all landscaping constructed along the Zero Lot Line and associated with the Dwelling on the Dominant Lot shall be known as the "**Permitted Landscaping**" (collectively, the Permitted Dwelling Encroachment, the Zero Lot Line Wall or Fence, and the Permitted Landscaping shall be known as the "**Permitted Encroachments**"). Due to the close proximity of the Permitted Encroachments to the side boundary line of the Adjacent Lot, the Owner of the Permitted Encroachments on the Dominant Lot (the "**Dominant Lot Owner**") is granted the following easements over, under, and across the Adjacent Lot, which by acceptance of a deed to the Adjacent Lot, the Adjacent Owner shall be deemed to have ratified:

(a) Zero Lot Line Encroachment Easement. Declarant hereby reserves, on behalf of itself and any assignee (*e.g.*, a Homebuilder), and grants to each Dominant Lot Owner and its assignees (*e.g.*, agents and contractors)(collectively, the “**ZLL Encroachment Easement Holders**”) the following easements: (1) a perpetual nonexclusive easement measuring two and one-half feet (2.5’) from the common boundary between the Dominant Lot and the Adjacent Lot (the “**ZLL Encroachment Easement Area**”)(a) for storm water and sheet flow drainage from the Dominant Lot to the Adjacent Lot; and (b) for the location or encroachment of any of the Permitted Encroachments; provided, however, that the owner of the Adjacent Lot shall have the right to use the ZLL Encroachment Easement Area and shall have the duty to maintain, on a day to day basis, any Improvements within the ZLL Encroachment Easement Area, except in the case of damage caused by a ZLL Encroachment Easement Holder as set forth below. The Owner of the Adjacent Lot shall not have the right to impede or otherwise block any of the easement rights granted to the ZLL Encroachment Easement Holders hereunder. The Board may require the ZLL Encroachment Easement Holders abide by reasonable rules concerning the use of the easements granted herein, so long as such rules do not impede or block the easement rights granted hereunder, nor cause the ZLL Encroachment Easement Holders to incur additional expenses while exercising such rights, except in the case of damage caused by a ZLL Encroachment Easement Holder as set forth below. If a ZLL Encroachment Easement Holder damages an Adjacent Lot, the ZLL Encroachment Easement Area, or any Improvements constructed thereon when exercising the easements rights granted to the ZLL Encroachment Easement Holder hereunder, the ZLL Encroachment Easement Holder will be required to restore the Adjacent Lot, the ZLL Encroachment Easement Area, or any Improvements located thereon, to the condition which existed prior to any such damage, at the ZLL Encroachment Easement Holder’s sole cost and expense, within a reasonable period of time not to exceed thirty (30) days after the date the ZLL Encroachment Easement Holder is notified in writing of the damage by the Association or the Owner of the Adjacent Lot.

(b) Zero Lot Line Maintenance Easement. Declarant hereby reserves, on behalf of itself and any assignee (*e.g.*, a Homebuilder), and grants to each Dominant Lot Owner and its assignees (*e.g.*, agents and contractors)(collectively, “**ZLL Maintenance Easement Holders**”) the following easements over, under, and across the Adjacent Lot: a perpetual nonexclusive easement measuring five feet (5’) from the common boundary between the Dominant Lot and the Adjacent Lot (the “**ZLL Maintenance Easement Area**”) for the purpose of locating, installing, operating, maintaining, repairing, relocating, removing, modifying or Improving the Dwelling and any Permitted Encroachment; provided, however, that the owner of the Adjacent Lot shall have the right to use the ZLL Maintenance Easement Area and shall have the duty to maintain, on a day to day basis, any Improvements within the ZLL Maintenance Easement Area, except in the case of damage caused by a ZLL Maintenance Easement Holder as set forth below. The ZLL Maintenance Easement Holders will use reasonable precautions to protect any Dwelling or Improvements located on the Adjacent Lot and/or Zero Lot Line Wall or Fence. The Owner of the Adjacent Lot shall not have the right to impede or otherwise block any of the easement rights granted to the ZLL Maintenance Easement Holders hereunder. The Board may require the ZLL Maintenance Easement Holders

abide by reasonable rules concerning the use of the easements granted herein, so long as such rules do not impede or block the easement rights granted to the ZLL Maintenance Easement Holders hereunder, nor cause the ZLL Maintenance Easement Holders to incur additional expenses while exercising such rights, except in the case of damage caused by a ZLL Maintenance Easement Holder as set forth below. If a ZLL Maintenance Easement Holder damages an Adjacent Lot, the ZLL Maintenance Easement Area, or any Improvements constructed thereon when exercising the easements rights granted to the ZLL Maintenance Easement Holder, the ZLL Maintenance Easement Holder will be required to restore the Adjacent Lot, the ZLL Maintenance Easement Area, or any Improvements located thereon, to the condition which existed prior to any such damage, at the ZLL Maintenance Easement Holder's sole cost and expense, within a reasonable period of time not to exceed thirty (30) days after the date the ZLL Maintenance Easement Holder is notified in writing of the damage by the Association or the Owner of the Adjacent Lot.

2. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed.

*[SIGNATURE PAGE FOLLOWS]*



**File Information**

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

**Document Number:** 20180142213  
**Recorded Date:** July 20, 2018  
**Recorded Time:** 4:48 PM  
**Total Pages:** 6  
**Total Fees:** \$42.00

**\*\* 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: 7/20/2018 4:48 PM



*Gerard C. Rickhoff*  
Gerard C. Rickhoff  
Bexar County Clerk