

AFTER RECORDING RETURN TO:

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## CARMEN HEIGHTS

*A Residential Community in  
Bexar County, Texas*

### **SECOND 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.

**SECOND AMENDMENT TO THE  
CARMEN HEIGHTS DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

This Second 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 amended by that certain First Amendment to the Carmen Heights Declaration of Covenants, Conditions and Restrictions, recorded as Document No. 20180142213 in the Official Public Records of Bexar County, Texas (collectively, 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. Animals – Household Pets.** *Section 2.12* is hereby deleted in its entirety and is replaced with the following:

**2.12 Animals – Household Pets.** No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained or cared for on the Property (as used in this paragraph, the term "domestic household pet" shall not mean or include non-traditional pets such pot-bellied pigs, miniature horses, chickens, pigeons, exotic snakes or lizards, ferrets, monkeys, or other exotic animals). Each Owner shall be allowed to keep no more than three (3) domestic household pets in the aggregate. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance, and no domestic pets will be allowed on any portion of the Property other than on the Lot of its Owner unless confined to a leash. No animal may be stabled, maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels or breeding operation will be allowed. No animal shall be allowed to run at large and all animals shall be kept within enclosed areas which must be clean, sanitary and reasonably free of refuse, insects and waste at all times. Such enclosed area shall be constructed in accordance with plans approved by the ACC, shall be of reasonable design and construction to adequately contain such animals in accordance with the provisions hereof, and shall be screened so as not to be visible from any other portion of the Property. If the Board determines, in its sole discretion, that a pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the Owner, upon written notice, may be required to remove the pet from the Property.

SECOND AMENDMENT TO CARMEN HEIGHTS DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

2. **Services Provided by Association.** *Section 2.17 is hereby deleted in its entirety and is replaced with the following:*

**2.17 Services Provided by Association.** The Association shall provide landscaping services to all Lots, as more particularly described below (the "**Services**"):

Services will be performed on each Lot. Access to each Lot is limited to Monday through Friday, between the hours of 7:00 a.m. until 6:00 p.m., and then only in conjunction with actual performance of Services. The Board, in its sole discretion, may, from time to time and at any time, make deletions, modifications, and changes to any of the Services being provided to the Lots. Notwithstanding any provision or description of Services herein to the contrary, Services will be provided in accordance with applicable agreements with or requirements imposed by governmental or regulatory authorities.

**Services:**

1. Mow and edge all turf areas on an as-needed basis as determined by the Association (in its sole and absolute discretion). During the months of April through October of each year, mowing and edging will typically occur at least once per week.

2. Apply fertilizer to the turf areas on an as-needed basis as determined by the Association (in its sole and absolute discretion), which will typically occur three times per year; spring, summer, and fall.

3. Aerate turf area on an as-needed basis as determined by the Association in its sole and absolute discretion.

4. Manually and mechanically control weeds as required to maintain a manicured appearance. In cases of extraordinary weed problems, spot treat weeds with appropriate herbicide.

5. Plant, maintain and fertilize shrubs, bushes, plantings and other landscaping in flower beds in the front yard of each Lot on an as-needed basis as determined by the Association in its sole and absolute discretion.

The Association or its designated landscape company, from time to time, will provide each Owner with a schedule of dates on which the Services will be performed. Each Owner will be obligated to ensure access to the front and rear yards on the scheduled yard maintenance dates. Any alterations in the landscaping of the Lots by an Owner must be approved in writing by the ACC prior to the alterations being made. All pets shall be kept indoors or otherwise restrained so as to not in any way impede the completion of the Services on the designated day for the Services. Should an Owner's Lot not be serviced due to a pet left in the fenced yard area during such designated day, it will be the Owner's sole responsibility to contact the Association to reschedule the Services. The Owner will bear all costs associated with the rescheduling of any Services.

An easement over and across each Lot is hereby reserved on behalf of the Association for the purpose of providing the Services. Each Owner acknowledges and agrees that the Services will be provided exclusively by the Association, unless the Board relinquishes or assigns such rights in a written instrument recorded in the Official Public Records of Bexar County, Texas.

Any maintenance or repairs on or within the area that the Services are performed by an Owner or Resident that is the responsibility of the Association hereunder shall be performed at the sole expense of such Owner or Resident, and the Owner and Resident shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair. The Association's acceptance may not be interpreted to evidence consent to any repair or maintenance by an Owner or Resident of components otherwise the responsibility of the Association, it being understood that no repair or maintenance may be done to components otherwise the responsibility of the Association without the advance written consent of the Association. This paragraph is only intended to foreclose any claim for reimbursement by an Owner or Resident in the event of any such unauthorized maintenance or repairs.

The obligations and easement set forth herein shall be covenants running with each Lot and it is hereby declared: (i) that each of the Lots will be held, sold, conveyed, and occupied subject to the foregoing conditions, easements and restrictions which shall run with the Lots and shall be binding upon all parties having any right, title, or interest thereto, their heirs, successors, and assigns and shall inure to the benefit of each Owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to a Lot, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the foregoing conditions, easements and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.


**3. 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]*

EXECUTED to be effective on the date this instrument is Recorded.

**DECLARANT:**

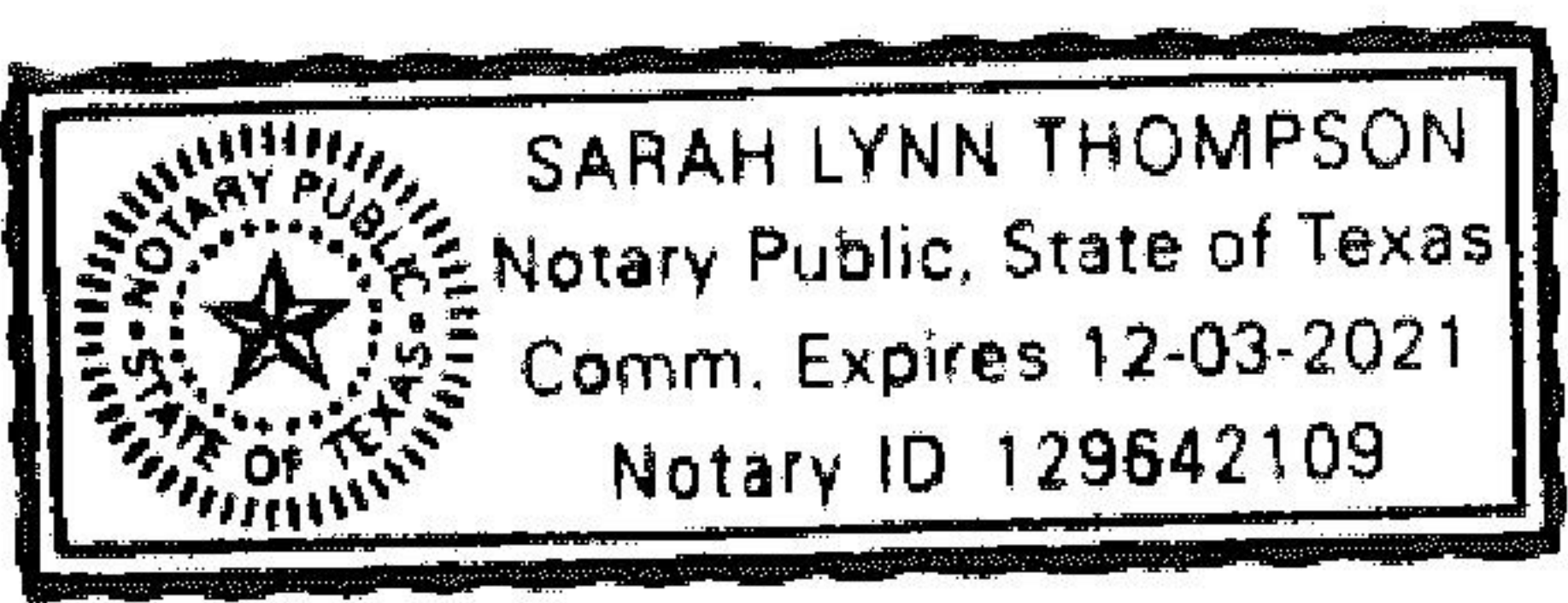
**SA CORDUROY, LLC**, a Texas limited liability company

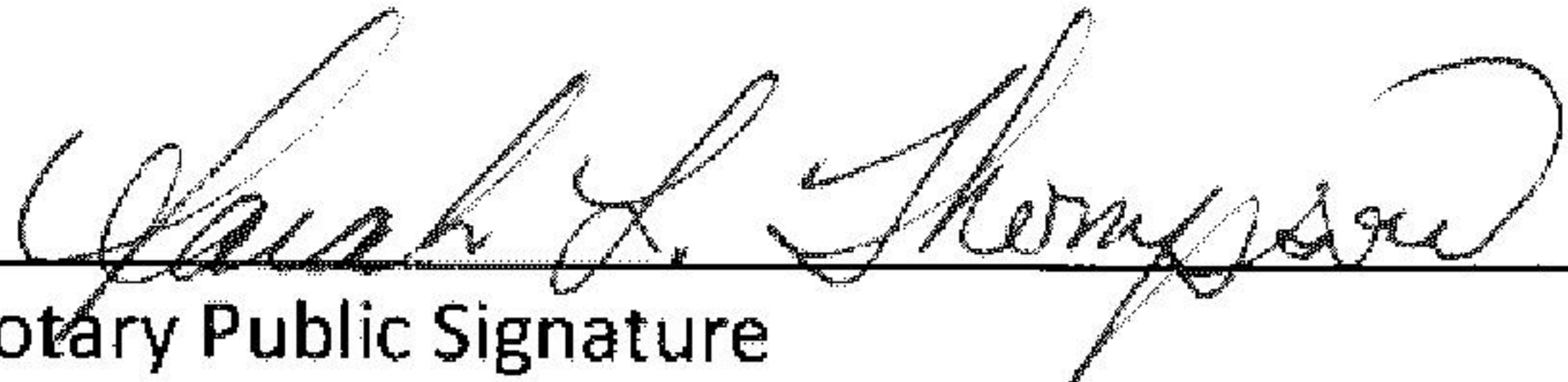
By:   
Printed Name: T. Blake Yant  
Title: MSM

THE STATE OF TEXAS                    §  
   §  
COUNTY OF Bexar                    §

This instrument was acknowledged before me on this 5<sup>th</sup> day of September, 2018, by T. Blake Yant, Manager of **SA CORDUROY, LLC**, a Texas limited liability company, on behalf of such limited liability company.

(SEAL)



  
Notary Public Signature

**File Information**

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

**Document Number:** 20180176036  
**Recorded Date:** September 05, 2018  
**Recorded Time:** 3:03 PM  
**Total Pages:** 6  
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**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

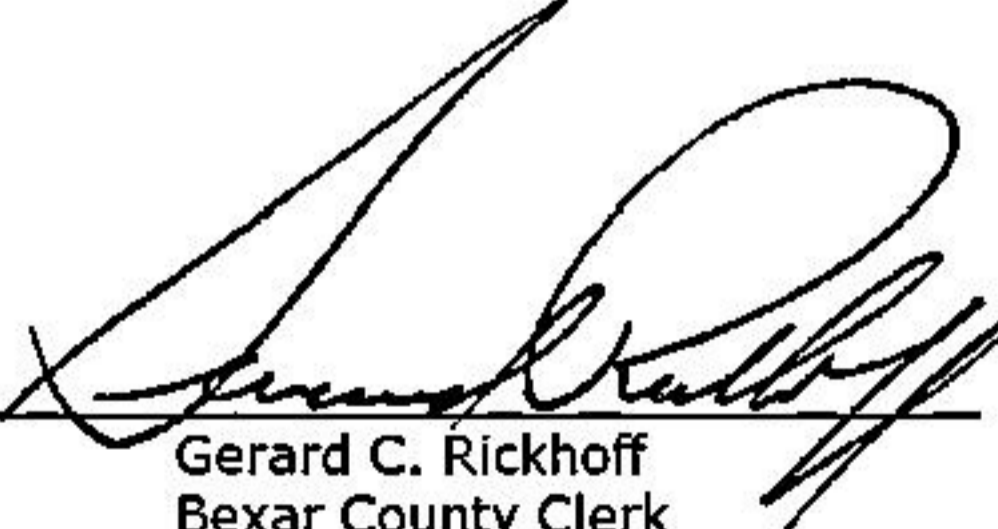
**\*\* Do Not Remove \*\***

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: 9/5/2018 3:03 PM



  
Gerard C. Rickhoff  
Bexar County Clerk