



AFTER RECORDING RETURN TO:

ROBERT D. BURTON
WINSTEAD PC
401 CONGRESS AVE., SUITE 2100
AUSTIN, TEXAS 78701
EMAIL: RBURTON@WINSTEAD.COM

CIBOLO CANYONS RESORT

**FIRST AMENDMENT TO
DEVELOPMENT AREA DECLARATION
[UNIT-7]**

Bexar County, Texas

Declarant: TF CIBOLO CANYONS, L.P., a Delaware limited partnership

Cross Reference to: (i) Cibolo Canyons Resort Master Covenant, recorded as Document No. 20050216763 in the Official Public Records of Bexar County, Texas, as amended; (ii) Cibolo Canyons Resort [Unit-7] Development Area Declaration, recorded as Document No. 20080028877 in the Official Public Records of Bexar County, Texas; (iii) Notice of Applicability of Cibolo Canyons Resort Master Covenant [Unit-7], recorded as Document No. 20080028876 in the Official Public Records of Bexar County, Texas; and (iv) Assignment of Declarant Rights, recorded as Document No. 20180030266 in the Official Public Records of Bexar County, Texas.

**FIRST AMENDMENT TO CIBOLO CANYONS RESORT
DEVELOPMENT AREA DECLARATION
[UNIT-7]**

This First Amendment to Cibolo Canyons Resort Development Area Declaration [Unit-7] (this "Amendment") is made by TF CIBOLO CANYONS, L.P., a Delaware limited partnership ("Declarant"), and is as follows:

RECITALS:

A. Pursuant to that certain Notice of Applicability of Cibolo Canyons Resort Master Covenant [Unit-7], recorded as Document No. 20080028876 in the Official Public Records of Bexar County, Texas, the Development Area is subject to the terms and provisions of that certain Cibolo Canyons Resort Master Covenant, recorded as Document No. 20050216763 in the Official Public Records of Bexar County, Texas, as amended (the "Master Covenant").

B. Forestar (USA) Real Estate Group, Inc., a Delaware corporation (the "Original Declarant") previously recorded that certain Cibolo Canyons Resort [Unit-7] Development Area Declaration, recorded as Document No. 20080028877 in the Official Public Records of Bexar County, Texas (the "Development Area Declaration"), pursuant to the terms and conditions of the Master Covenant.

C. Original Declarant assigned, transferred and conveyed its rights as "Declarant" under the Master Covenant and the Development Area Declaration to Declarant, pursuant to that certain Assignment of Declarant Rights, recorded as Document No. 20180030266 in the Official Public Records of Bexar County, Texas.

D. Pursuant to *Section 2.06* of the Master Covenant, Declarant (during the Development Period) may modify the impervious cover allocated to a particular Lot. The Development Period means the period in which Declarant owns all or any portion of the Property. Declarant owns a portion of the Property, and thus, Declarant may modify the impervious cover allocated to a particular Lot.

E. Imagine Built Homes, Ltd., a Texas limited partnership ("Imagine") currently owns Lots 1, 4, 12, 13, 15, 16, 17 and 19, Block 165 and Lots 4 and 32, Block 168 of the Development Area (the "Imagine Lots") pursuant to those certain Special Warranty Deeds recorded as Document Nos. 20180015351, 20180085373 and 20180218586 in the Official Public Records of Bexar County, Texas. The Imagine Lots are subject to the Development Area Declaration, and Imagine acknowledges and approves the terms and provisions of this Amendment, as evidenced by its signature below.

F. Declarant now desires to amend the Development Area Declaration as set forth hereinbelow.

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

1. **Impervious Cover.** *Section 3.24* of the Development Area Declaration is hereby deleted in its entirety and replaced, and *Section 3.24.1* is hereby added to the Development Area Declaration, as follows :

3.24. Impervious Cover. Each Lot within the Development Area is hereby allocated, and shall not exceed, **eight thousand five hundred (8,500) square feet of impervious cover.** "Impervious Cover" for the purpose of the Association Restrictions means the definition set forth in the Prior Declaration. The Prior Declaration defines impervious cover as roads, parking areas, buildings, pools, patios, sheds, driveways, private sidewalks and other impermeable construction covering any Lot; provided, however, that for the purpose of calculating the amount of impervious cover incorporated into any Lot, the impervious cover attributable to any sidewalk or driveway apron serving the Lot and located within the street right-of-way is excluded. The Cibolo Canyons Reviewer or the Declarant (during the Development Period) may modify the impervious cover allocated to a particular Lot. However, each Owner is advised that exceeding the impervious cover allocated to a particular Lot WITHOUT the advance written approval of the Cibolo Canyons Reviewer or the Declarant, may require the removal of the excess impervious cover at the Owner's sole cost and expense. In addition, exceeding the impervious cover allocated to a Lot WITHOUT the advance written approval of the Cibolo Canyons Reviewer or the Declarant will constitute a violation of the terms and provisions of the Prior Declaration and the Master Restrictions which, in addition to any other remedy for violation of the Prior Declaration or Master Restrictions, may result in the requirement that impervious cover be removed from the Lot (which would include demolition of an existing Improvement of any portion thereof) and may result in a fine levied against the Owner of the Lot.

3.24.1 Limited Impervious Cover Lots. Notwithstanding the first sentence of *Section 3.24*, above, certain Lots within the Development Area (the "**Limited Impervious Cover Lots**"), as more particularly described on **Exhibit "B"** attached hereto, are each hereby allocated an amount of impervious cover **equal to the square footage of impervious cover utilized by the residence as originally constructed by a homebuilder on such Lot plus an additional two hundred (200) square feet.** NOTWITHSTANDING THE FOREGOING, IN NO EVENT MAY THE IMPERVIOUS COVER ON ANY LIMITED IMPERVIOUS COVER LOT WITHIN THE DEVELOPMENT AREA EXCEED **EIGHT THOUSAND FIVE HUNDRED (8,500) SQUARE FEET.**

WARNING

THE AMOUNT OF IMPERVIOUS COVER WHICH MAY BE INCORPORATED INTO YOUR LOT IS LIMITED. IF YOU EXCEED THE ALLOCATION, YOU WILL HAVE VIOLATED THE TERMS AND PROVISIONS OF THE MASTER RESTRICTIONS AND THE PRIOR DECLARATION. EXCEEDING THE IMPERVIOUS COVER ALLOCATED TO YOUR LOT MAY EXPOSE YOU TO CIVIL LIABILITY.

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

[SIGNATURE PAGES FOLLOW]

EXECUTED to be effective on the 8th day of July, 2019.

DECLARANT:

TF CIBOLO CANYONS, L.P.,
a Delaware limited partnership

By: **TF Holdings GP, L.L.C.,**
a Delaware limited liability company,
its general partner

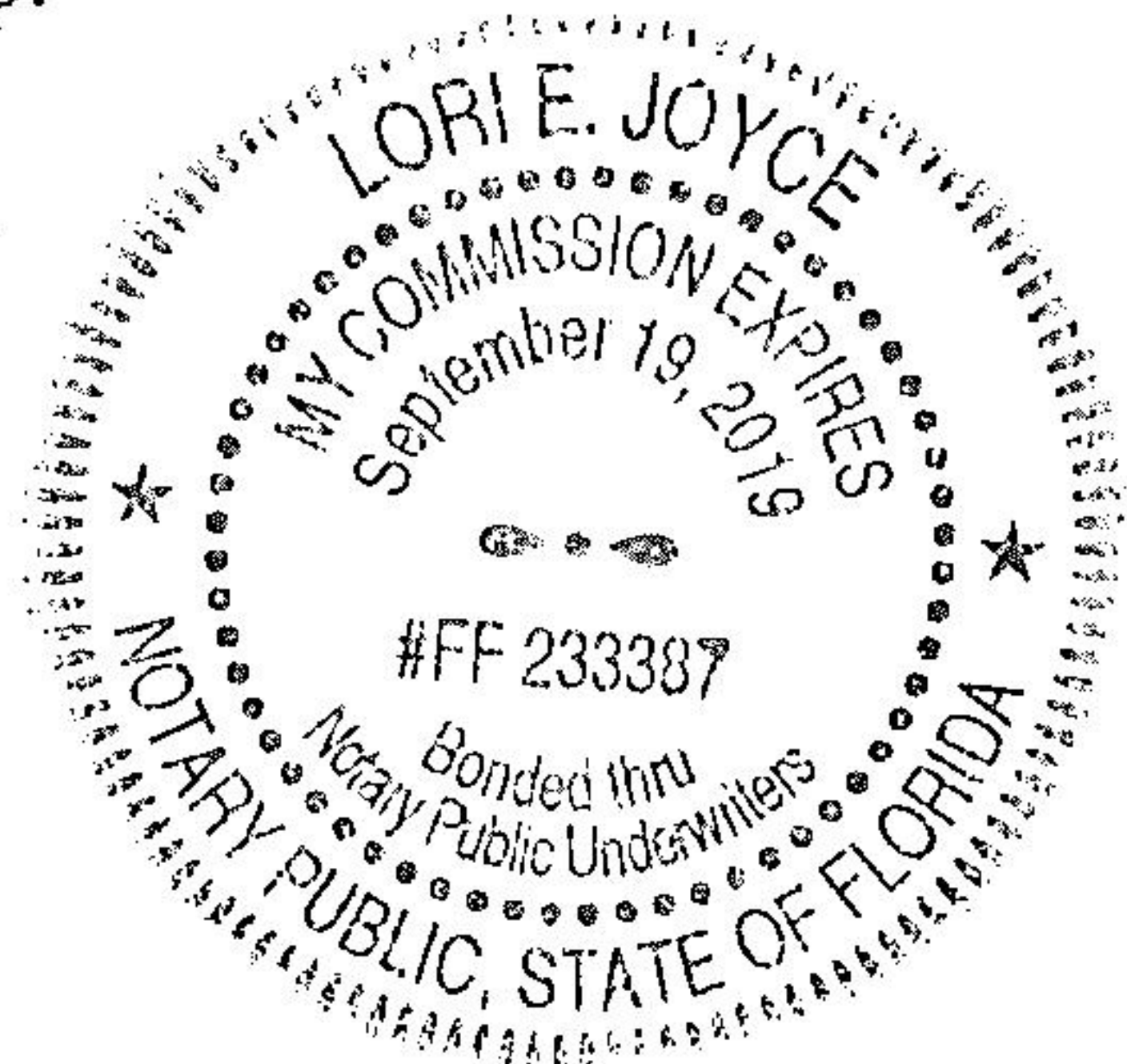
By: [Signature]
Printed Name: John Brian
Title: Authorized Signatory

STATE OF Florida §

COUNTY OF Manatee §

This instrument was acknowledged before me on the 8 day of July, 2019, by John Brian, Authorized Signatory of TF Holdings GP, L.L.C., a Delaware limited liability company, general partner of **TF CIBOLO CANYONS, L.P.**, a Delaware limited partnership, on behalf of such limited liability company and limited partnership.

[seal]



[Signature]
Notary Public, State of Florida

**ACKNOWLEDGED AND APPROVED BY THE
OWNER OF THE IMAGINE LOTS:**

IMAGINE BUILT HOMES, LTD.,
a Texas limited partnership

By: B. F. Managing Partners, L.L.C.,
a Texas limited liability company,
its general partner

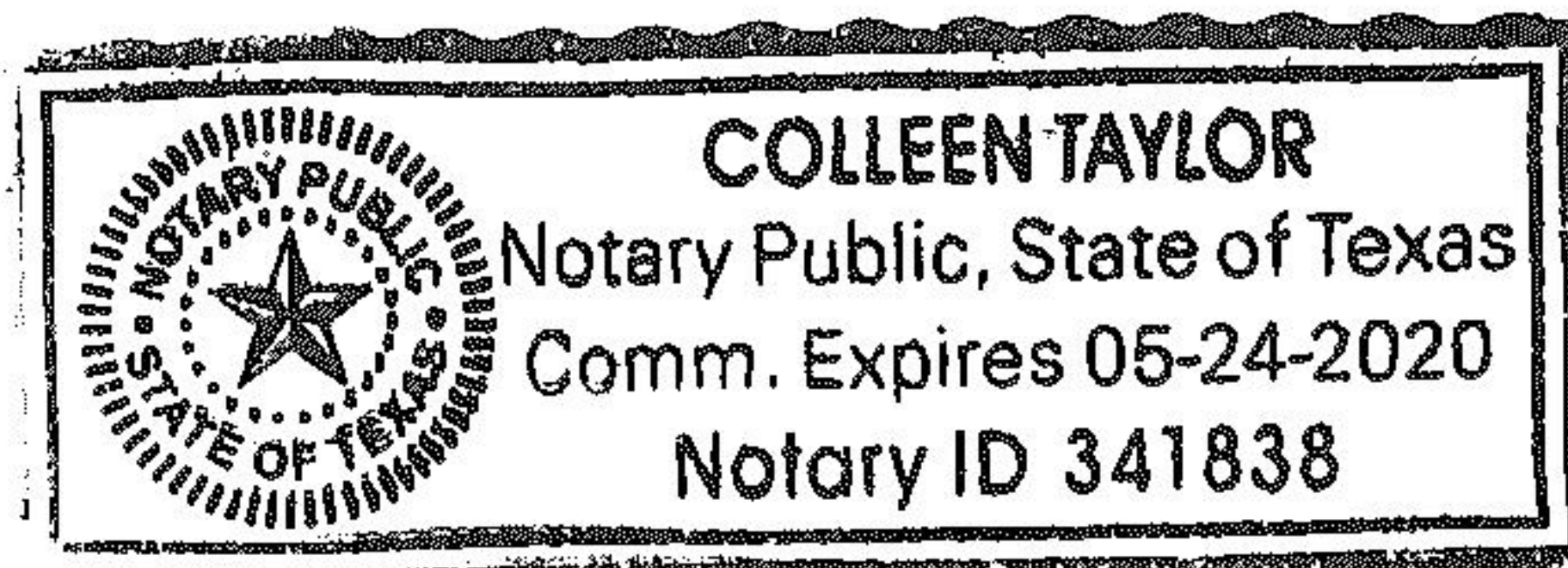
By: [Signature]
Printed Name: James Bastoni
Title: Partner

STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me this 3rd day of July, 2019, by James Bastoni, partner of B.F. Managing Partners, L.L.C., a Texas limited liability company, general partner of Imagine Built Homes, Ltd., a Texas limited partnership, on behalf of said entities.

[seal]



[Signature]
Notary Public, State of Texas

EXHIBIT "B"

LIMITED IMPERVIOUS COVER LOTS

Lots 1, 4, 12, 13, 15, 16, 17 and 19, Block 165 and Lots 4 and 32, Block 168 of the Development Area.

File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

Document Number: 20190129520
Recorded Date: July 08, 2019
Recorded Time: 12:43 PM
Total Pages: 8
Total Fees: \$50.00

**** 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: 7/8/2019 12:43 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk