

AFTER RECORDING RETURN TO:  
ADAM PUGH, ESQ.  
CAGLE PUGH  
4301 WESTBANK DR., BLDG. A, STE. 150  
AUSTIN, TX 78746

**SECOND AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CORONADO ENCLAVE**

*A residential subdivision located in Bexar County, Texas*

Cross Reference to Declaration of Covenants, Conditions and Restrictions for Coronado Enclave recorded as Document No. 20150069296 in the Official Public Records of Bexar County, Texas; as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Coronado Enclave recorded as Document No. 20150081440 in the Official Public Records of Bexar County, Texas.

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CORONADO ENCLAVE**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Coronado Enclave (the "**Amendment**") is made by HT Stone Oak Land LP, a Delaware limited liability company (the "**Declarant**"). a Texas limited partnership, and is as follows:

**RECITALS:**

**A.** WHEREAS, Coronado Enclave, a residential subdivision (the "Subdivision") was established and is governed by that certain Declaration of Covenants, Conditions and Restrictions for Coronado Enclave recorded as Document No. 20150069296 in the Official Public Records of Bexar County, Texas; as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Coronado Enclave recorded as Document No. 20150081440 in the Official Public Records of Bexar County, Texas (collectively the "Declaration");

**B.** WHEREAS, Declarant wishes to add certain restrictions and violation fine policy to the section entitled "Coronado Architectural Guidelines" contained in Exhibit "B" of the Declaration;

**C.** WHEREAS, Article XII, Section 12.2(a) of the Declaration provides that, during the Development Period, Declarant, at its sole discretion and without the vote consent of any other party, shall have the right to amend the Declaration for the purpose set forth therein;

**D.** WHEREAS, the Development Period (as defined in the Declaration) has not ended and the Declarant now wishes to amend the Declaration as set forth above.

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

- 1. Amendment and Supplementation to Exhibit B of the Declaration.** The subsection entitled "Coronado Architectural Guidelines" attached as Exhibit "B" of the Declaration is hereby amended and supplemented with the following restrictions on construction:

**Construction Violations and Construction Fines**

**Construction Hours** -Unless a written waiver is obtained from Declarant or Coronado Enclave Architectural Control Authority (the "Architectural Reviewer"), construction may only take place as follows:

- Hours. Monday through Friday from 7:00a.m. until 7:00 p.m., Saturdays from 8:00 a.m. until 6:00 p.m.
- No construction shall be permitted on Sundays or the following Holidays: There shall be no construction on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, or Christmas Day.

Pursuant to the Subdivision's Governing Documents, any construction activities within Coronado Enclave are subject to immediate fines which may be assessed pursuant to the schedule of fines below for all infractions on any lot unless a fine amount is specifically listed along with the violation:

1. Premature or Unapproved Clearing or Dumping
2. Construction Without Architectural Reviewer Approval
3. Inadequate Construction Entry
4. Inadequate Removal of Silt Fence, \$250 plus \$50 per day
5. Excessive Mud/Debris on Street or in Street Gutters, \$250 plus \$50 per day
6. Excessive Construction Debris, \$250 plus \$50 per day
7. No Dumpster or Trash Box Provide, \$150 plus \$50 per day
8. Overflowing or Inadequate Trash Box
9. Loose Trash, Unsecured Debris or Discarded Material
10. No Chemical Toilet Provided
11. Violation of Designated Construction Times
12. Excessive noise
13. Encroachment on Adjacent Properties, fines as stated below plus repair cost.
14. Unapproved Access or Use of Common Areas, fines as stated below plus repair cost.
15. Damage to Streets, Curbs, Infrastructure, fines as stated below plus repair cost.
16. Miscellaneous Violation of Construction Rules as determined by the Architectural Reviewer.

Unless a fine amount was previously listed alongside an above mentioned violation, the following schedule of fines shall apply:

1<sup>st</sup> Violation Notice - \$250.00

2<sup>nd</sup> Violation Notice - \$500.00

3<sup>rd</sup> Violation Notice - \$1000.00

Each Subsequent Violation Notice - \$1000.00

2. **Fine Waiver Request.** A builder may request a waiver of any fines assessed for an above mentioned violation, if the builder can show the violation was cured within 48 hours of receiving notice of the violation.
3. **Miscellaneous.** Any capitalized terms used and not otherwise defined herein will have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration shall remain in full force and effect as written and are hereby ratified and confirmed.

*(Signature Page Follows)*

Executed on this 13<sup>th</sup> day of July, 2021.

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS   §

KNOW ALL MEN BY THESE PRESENTS:

**DECLARANT**

**HT Stone Oak Land LP,**  
A Delaware limited partnership

By: Hines Stone Oak Land Associates Limited Partnership, its General Partner

By: Hines Stone Oak Land GP LLC, its General Partner

By: Hines Interest Limited Partnership, its Sole Member

By: Hines Holdings, Inc., its General Partner

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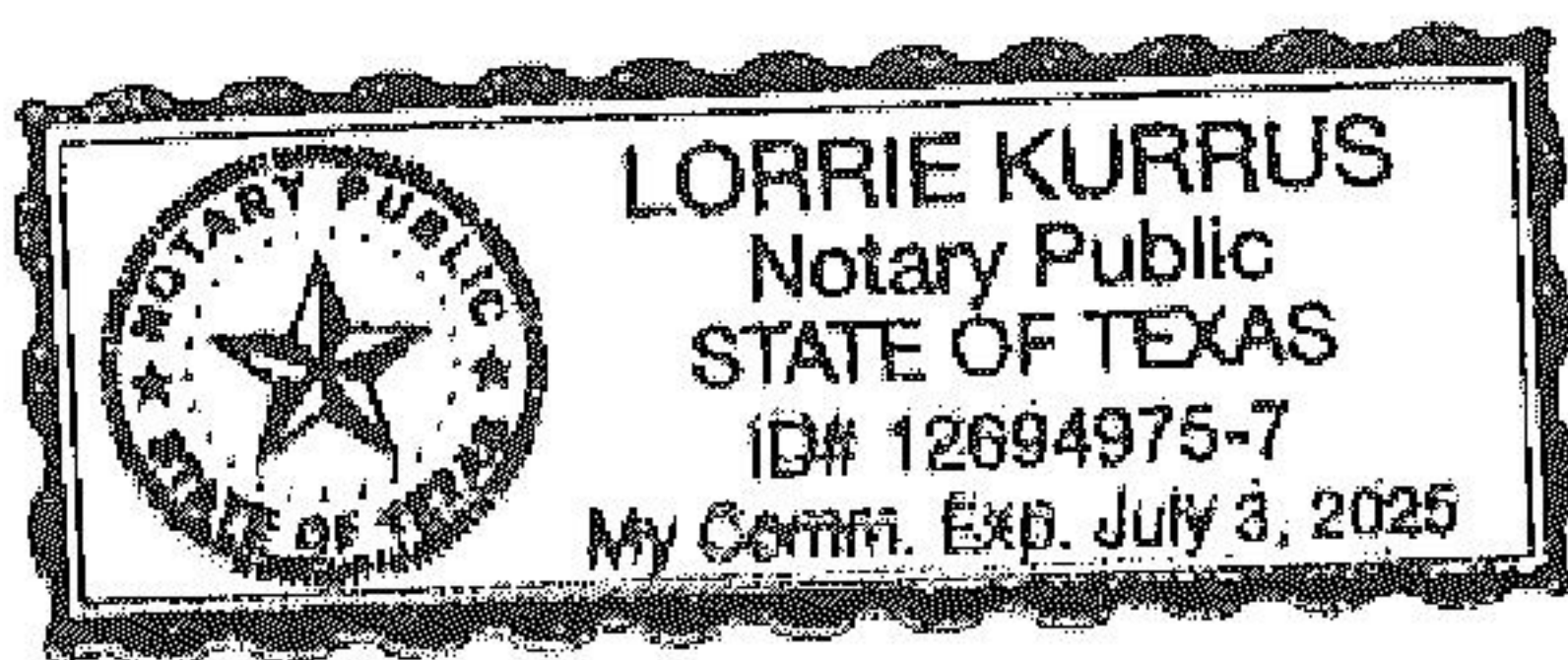
By: [Signature]

Name: Robert W. Witte

Title: Senior Managing Director

STATE OF TEXAS           §  
  §  
COUNTY OF ~~TRAVIS~~   §  
  DALLAS

This instrument was acknowledged before me on the 13<sup>th</sup> day of July, 2021, by Robert W. White, the Senior Managing Director of Hines Holdings, Inc., in its capacity as sole member of Hines Interest Limited Partnership, in its capacity as general partner of Hines Stone Oak Land GP LLC, in its capacity as the general partner of Hines Stone Oak Land Associates Limited Partnership, in its capacity as general partner of HT Stone Oak Land LP, on behalf of said entities.



[Signature]  
Notary Public Signature

**File Information**

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY  
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: 7/22/2021 4:13 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk