

FILED BY PRESIDIO TITLE

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR THE BLUFF AT THE DOMINION, PHASE 2 PLANNED UNIT DEVELOPMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF BEXAR       §

THIS FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR THE BLUFF AT THE DOMINION, PHASE 2 PLANNED UNIT DEVELOPMENT (this "*Amendment*") is made this May 8, 2023, by Bluff Phase 2 DevCo, LLC, a Texas limited liability company ("*Declarant*"), and The Dominion Homeowners Association, Inc., a Texas non-profit corporation (the "*Association*").

A.     Declarant, Piero Zarattini and Ana Lucia Villasenor Lopez, and the Association recorded that certain Declaration of Protective Covenants for the Bluff at the Dominion, Phase 2 Planned Unit Development as Document #20210315986 in the Real Property Records of Bexar County, Texas ("*Declaration*"). All terms appearing herein having their first letter capitalized and not otherwise defined shall have the respective meaning set forth in the Declaration.

B.     Pursuant to Article XLIX of the Declaration, the provisions of the Declaration may be amended by written instrument signed by Lot Owners of the legal title to seventy percent (70%) of the Lots within the Subdivision with the written joinder of Declarant and the Association.

C.     Declarant holds legal title to greater than seventy percent (70%) of the Lots within the Subdivision and desires to amend the Declaration in the manner and respects hereinafter set forth and the Association is signing this Amendment to evidence its consent to such amendments.

**NOW, THEREFORE**, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended, in accordance with the terms thereof, as follows:

1.     **Article X of the Declaration shall be and is hereby deleted and replaced with the following:**

**ARTICLE X. PAVED SURFACES**

1.     For Dwellings in the Villas at the Bluff Phase 2 paved surfaces (including patios, porches, pool decks, stoops, stairs, steps, walkways and driveways): shall be colored concrete, salt finished concrete, or exposed aggregate concrete.

2.     For Dwellings in the Estates at the Bluff Phase 2 paved surfaces (including patios, porches, pool decks, stoops, stairs, steps, walkways and driveways): (a) if visible from any adjacent street, shall be stone masonry (with or without brick accents), pavers (stone, brick or concrete), exposed concrete aggregate, scored (meaning saw cut) and colored concrete, or salt finish textured concrete of a uniform color; and (b) if not visible from any adjacent street, shall be, at a minimum, exposed concrete aggregate, scored and colored concrete, or salt finish textured concrete of a uniform color. If exposed aggregate concrete or salt finish concrete is used for any paving surface visible from the street, it shall be required to have a perimeter border of stone, brick or pavers that is a minimum of sixteen (16) inches in width. The decorative pattern of scored joints in colored concrete or salt finish textured concrete must be approved in advance by the ACC.

2. Article XXX of the Declaration shall be and is hereby deleted and replaced with the following:

**ARTICLE XXX. SITE DEVELOPMENT REGULATIONS**

Dwelling Setbacks: Except as otherwise set forth in the below table or as approved by the ACC (in accordance with the Umbrella Declaration) as a variance from the following requirements, the following setbacks are required for each Lot:

1. Villas at the Bluff Phase 2. Dwellings in the Villas at the Bluff Phase 2 which have direct load (front facing) garage doors must maintain a minimum setback of twenty (20) feet from the front property line; however, in the event that one of the garage doors is side load, the front wall of the side load garage may be setback a minimum of fifteen (15) feet from the front property line. Dwellings in the Villas at the Bluff Phase 2 which have only side load garage doors (J driveway configuration) must maintain a minimum setback of fifteen (15) feet.

2. Estates at the Bluff Phase 2. In addition to the setbacks set forth in the table below, for Dwellings in the Estates at the Bluff Phase 2 which have direct load (front facing) garage doors, the wall containing the garage doors shall be a minimum of five feet behind any front wall of the structure and have a minimum four (4) feet of roof cover in front of the garage doors.

Lot	Front Setback	Side Setbacks	Rear Setback
<b>Villas at the Bluff Phase 2</b>			
Block 33, Lots 1 and 4	20ft/15 ft side load	15 ft from Bluff Run and 5 ft from Block 33, Lot 2	10 ft
Block 33, Lot 2	20ft/15 ft side load	5 ft on left side and 5 ft on right side	5 ft
Block 33, Lot 3	15 ft	10 ft from Bluff Run and 5 ft from Block 33, Lot 2	10 ft
Block 32, Lot 1	20ft/15 ft side load	10 ft on left side and 0 ft on right side	5 ft
Block 32, Lots 2-9	20ft/15 ft side load	10 ft on left side and 0 ft on right side	10 ft
Block 32, Lot 10	20ft/15 ft side load	10 ft on left side and 5 ft on right side	10 ft
Block 32, Lot 11	20ft/15 ft side load	12 ft on left side and 0 ft on right side	10 ft
Block 32, Lot 12	20ft/15 ft side load	0 ft on left side and 12 ft on right side	10 ft
Block 32, Lots 13-18	20ft/15 ft side load	10 ft on right side and 0 ft on left side	15 ft
Block 32, Lots 19-21	20ft/15 ft side load	10 ft on right side and 0 ft on left side	20 ft
Block 32, Lot 22	20 ft/15 ft side load	10 ft on right side and 10 ft from Bluff Run	20 ft
<b>Estates at the Bluff Phase 2</b>			
Block 32, Lot 23	25 ft	15 ft from Bluff Place and 5 ft from Block 32, Lot 24	15 ft
Block 32, Lots 24-28 and Lot 31	20 ft	5 ft on each side	15 ft

Lot	Front Setback	Side Setbacks	Rear Setback
Block 32, Lot 29	25 ft	5 ft on the right side and 12 ft on the left side	15 ft
Block 32, Lot 30	20 ft	12 ft on the right side and 5 ft on the left side	15 ft
Block 32, Lot 32	20 ft	5 ft on the right side and 10 ft on the left side	15 ft
Block 30, Lots 65-66 and Lots 74-76	for structures with front load garages 20 ft for the front wall of the structure other than the garage doors which shall be 25 ft; and 20ft for structures with side load garages	5 ft on each side	20 ft
Block 30, Lots 67-73	20 ft	5 ft on each side	20 ft
Block 30, Lot 77	for structures with front load garages 20 ft for the front wall of the structure other than the garage doors which shall be 25 ft; and 20ft for structures with side load garages	5 ft on the left side and 25 ft on the right side	20 ft

3. Except as modified hereby, the Declaration shall remain in full force and effect, and, in the event of any inconsistencies between this Amendment and the terms of the Declaration, the terms set forth in this Amendment shall govern and control.

4. This Amendment shall be binding upon and inure to the benefit of Declarant and the Association and their respective successors and assigns.

5. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, when put together, shall constitute one and the same instrument.

*[Signature and Acknowledgement Pages Follow]*

IN WITNESS WHEREOF, Declarant and the Association have caused this instrument to be executed and effective as of the date first set forth above.

DECLARANT: Bluff Phase 2 DevCo, LLC, a Texas limited liability company

By: Image Homes, Ltd., a Texas limited partnership and its Manager

By: Six D's, L.L.C., a Texas limited liability company and its General Partner

By: [Signature]  
Roberto Kenigstein, President

STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on 8th, May, 2023, by Roberto Kenigstein, President of Six D's, L.L.C., a Texas limited liability company, General Partner of Image Homes, Ltd., a Texas limited partnership, Manager of Bluff Phase 2 DevCo, LLC, a Texas limited liability company, on behalf of said entities.



[Signature]  
Notary Public, State of Texas

ASSOCIATION: The Dominion Homeowners Association, Inc., a Texas non-profit corporation

By: [Signature]  
Name: RUB MCDANIEL  
Title: GENERAL MANAGER

STATE OF TEXAS §  
COUNTY OF BEXAR §

This instrument was acknowledged before me on 8th, May, 2023, by RUB MCDANIEL GENERAL MANAGER of The Dominion Homeowners Association, Inc., a Texas non-profit corporation, on behalf of said non-profit corporation.



[Signature]  
Notary Public, State of Texas

**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: 5/10/2023 1:52 PM



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