

TTT/GF# ca /Closcr CS /\$ _____

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR THE GARDENS AT GREYSTONE, P.U.D., A PLANNED UNIT DEVELOPMENT, AMENDS ONLY AS PROVIDED BELOW, THE CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GARDENS AT GREYSTONE PREVIOUSLY RECORDED IN VOLUME 9578, PAGE 219 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

FIRST AMENDMENT
TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THAT, McNair Custom Homes, L.P., a Texas limited partnership ("Declarant"), being (a) owner of more than fifty percent (50%) of the lots situated within that certain subdivision known as The Gardens at Greystone (hereinafter referred to as the "Subdivision"), a Planned Unit Development, according to the plat of said Subdivision recorded in volume 9678, page 219 of the Deed and Plat records of Bexar County, Texas, and (b) the Declarant under that certain Declaration of Covenants, Conditions and Restrictions for the Subdivision dated November 26, 2007, previously recorded in Volume 13238, Page 2228 of the Official Public Records of Real Property of Bexar County, Texas (the "Original Restrictions") and, as such, being authorized and empowered pursuant to Article XXXII of said Original Restrictions to amend the same as therein set forth, both (i) as the current owner of more than fifty percent (50%) of the lots in the Subdivision and (ii) as Declarant, does hereby amend the Original Restrictions, as follows:

1. *Amendment Regarding Special Assessments for Capital Improvements.* The second paragraph of Section 6 Special Assessments for Capital Improvements in the Original Restrictions is hereby deleted and replaced with the following:

THE INITIAL SPECIAL ASSESSMENT TO ESTABLISH A CAPITAL ACCOUNT FOR THE ASSOCIATION (NOT SUBJECT TO A VOTE OF THE MEMBERSHIP), SHALL BE \$500.00 AND SHALL BE DUE AND PAYABLE BY THE BUYER AT THE INITIAL CLOSING OF EACH LOT AND/OR SUBSEQUENT SALE OF EACH HOME, IN ADDITION TO ANY CONTRACTED PURCHASE PRICE. IN ADDITION, THE ASSOCIATION WILL ASSESS A \$150.00 TRANSFER FEE ON ALL HOME REALES.

2. *Amendment Regarding Setback Lines.* Section 3 Rear Setbacks of XXVI SETBACK LINES AND ZERO LOT LINE PROVISIONS in the Original Restrictions is hereby deleted and replaced with the following:

Section 3 Rear Setbacks. The minimum rear setbacks for lots shall be five (5) feet, except for lots located adjacent to Blanco Road, where rear setbacks for lots shall be ten (10) feet.

3. *Amendment Regarding Maintenance and Landscaping.* The third paragraph of Article XIII. Maintenance and Landscaping in the Original Restrictions is hereby deleted and replaced with the following:

Maintenance of all common area amenities shall be the responsibility of the Association, including all intersections, lot corners or areas designated by the Declarant or the Association. Maintenance of the sanitary sewer and Drainage easement over and across the eastern twenty (20) feet of Lot 5 shall be the responsibility of the Association and the Owner of said Lot 5 shall have no right whatsoever to construct improvements of any kind within this platted easement area.

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION FOR THE GARDENS AT GREYSTONE, P.U.D., A PLANNED UNIT DEVELOPMENT, AMENDS ONLY AS PROVIDED BELOW, THE CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE GARDENS AT GREYSTONE PREVIOUSLY RECORDED IN VOLUME 9578, PAGE 219 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

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4. **Amendment Controls.** The terms of this Amendment shall control any contrary terms of provisions contained in the Original Restrictions. It is understood and agreed that, except as specifically modified in this Amendment, all of the terms and provisions of the Original Restrictions are in full force and effect and are hereby reaffirmed.

DATED effective as of July 1, 2013.

DECLARANT:

MCNAIR CUSTOM HOMES, L.P.,

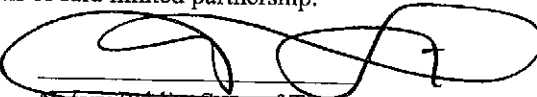
By: McNair & Company of Texas L.L.C.,
General Partner

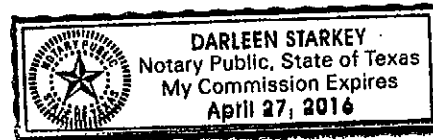
By: 
John McNair, Manager

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me this 22nd day of July, 2013, by John McNair, Manager of McNair & Company of Texas, L.L.C., general partner of **McNair Custom Homes, L.P.**, a Texas limited partnership, on behalf of said limited partnership.


Notary Public, State of Texas



AFTER RECORDING, PLEASE RETURN TO:

McNair Custom Homes, L.P.
21252 Gathering Oak, Suite 200
San Antonio, Texas 78260

Doc# 20130228371
Pages 3
11/04/2013 12:12PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$20.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
11/04/2013 12:12PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard C. Rickhoff