

TTT/GF# CO /Closer OS /S \_\_\_\_\_

**THIS SECOND 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.**

**SECOND 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 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. Maintenance and painting of the exterior of the perimeter stucco wall along Blanco Road shall be the responsibility of the Association. Maintenance and painting of the interior of the perimeter stucco wall along Blanco Roach shall be the responsibility of the individual homeowners.

- 2. *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 August 31, 2013.

**DECLARANT:**

**MCNAIR CUSTOM HOMES, L.P.,**

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

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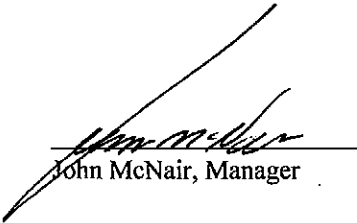
**DATED** effective as of August 31, 2013.

**DECLARANT:**

**MCNAIR CUSTOM HOMES, L.P.,**

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

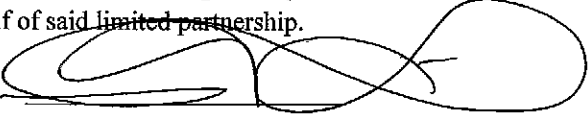
By:

  
John McNair, Manager

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me this 31<sup>st</sup> day of August, 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# 20130228372  
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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*