



After Recording Return To:
Robert D. Burton, Esq.
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Winstead PC
401 Congress Ave., Suite 2100
Austin, Texas 78701

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

OLMOS DRIVE

Declarant: OLMOS DRIVE, LP, a Texas limited partnership

Cross-reference to Declaration of Covenants, Conditions and Restrictions for Olmos Drive recorded under Document No. 20160008317, Official Public Records of Bexar County, Texas, as the same may be amended from time to time.

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
OLMOS DRIVE

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Olmos Drive (this "**Amendment**") is made by Olmos Drive, LP, a Texas limited partnership ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Olmos Drive, recorded Document No. 20160008317, in the Official Public Records of Bexar County, as the same may be amended from time to time (the "**Declaration**").

B. Pursuant to *Section 9.03* of the Declaration, the Declaration may be amended by Declarant acting alone.

C. Pursuant to the Declaration, the Board of Directors has the right to modify the services provided by the Association from time to time. The Board of Director had directed the Declarant to include the revised (i) Fence and Trellis Maintenance Services, (ii) Irrigation Maintenance Services, and (iii) Landscape Services as set forth herein.

D. Declarant now desires to amend the Declaration as set forth herein below.

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

1. Development Period. The Development Period has expired and rights reserved through the Development Period or references to the Development period have no further force or effect.

2. Fencing and Trellis Maintenance Services. The following provision is hereby added to the end of the definition of "Fence and Trellis Maintenance Services" in Article 1 of the Declaration:

Notwithstanding the foregoing or any provision herein to the contrary, Fence Maintenance Services, and the expense associated therewith, expressly excludes maintenance of any of the any stucco covered walls and/or trellis. Furthermore, small wear and tear items such as repair of gate hinges and latches are expressly excluded.

3. Irrigation Maintenance Services. The Board has determined Irrigation Maintenance Services will no longer be provided. Notwithstanding any provision of the Declaration to the contrary, the Association will not provide Irrigation Maintenance Services other than repairs to damages to an irrigation system caused by the Association in providing the Landscape Services.

4. Landscape Services. Notwithstanding any provision in the Declaration to the contrary, Landscape Services expressly excludes maintenance of any or services to any trees.

5. Street Landscape Area – Owner’s Obligation to Maintain Landscaping. Reference to

City of Olmos Park Ordinance No. 2014-05 is hereby added to the end of Section 2.13 of the Declaration.

6. **Roofing.** The first sentence of Section 3.07 of the Declaration is hereby deleted in its entirety.

7. **Maintenance.** The following provision is added to the end of Section 2.12 of the Declaration:

(xx) Each Owner, at such Owner's sole cost and expense, shall be solely responsible for the maintenance, repair and replacement of any trellis and/or stucco walls located on or within such Owner's Lot.

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

Executed to be effective on the date this instrument is recorded in the Official Public Records of Bexar County, Texas.

DECLARANT:

OLMOS DRIVE, LP, a Texas limited partnership

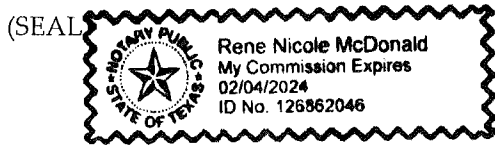
By: Olmos Drive GP, LLC, a Texas limited liability company, its General Partner

By: Chad Shepler
Printed Name: _____
Title: COO

THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me this 2nd day of September, 2021 by Chad Shepler, COO/officer of Olmos Drive GP, LLC, a Texas limited liability company, General Partner of Olmos Drive, LP, a Texas limited partnership, on behalf of said limited partnership and limited liability company.



Rene M. McDonald
Notary Public Signature

ACKNOWLEDGED TO AND AGREED BY:

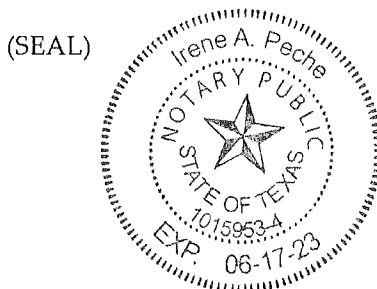
Board of Directors
Olmos Drive Residential Community, Inc.

By: [Signature]
Name: Lloyd H. Hetrick
Title: President

THE STATE OF TEXAS §

COUNTY OF Bexar §

This instrument was acknowledged before me this 3rd day of Sept., 2021 by Lloyd Hetrick, President of the Board of Directors of the Olmos Drive Residential Community, Inc.



Irene A. Peche
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: 9/7/2021 4:12 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk