



**FIRST AMENDMENT TO
DAVIS SPRING RESIDENTIAL PROPERTY
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This First Amendment to Davis Spring Residential Property Master Declaration of Covenants, Conditions and Restrictions ("First Amendment") is made to be effective on the date of its recording in the Official Public Records of Williamson County, Texas, and is as follows:

RECITALS:

WHEREAS, Davis Spring Properties, Ltd., a Texas limited partnership, as the Declarant executed and recorded that certain Davis Springs Residential Property Master Declaration of Covenants, Conditions and Restrictions, recorded in Volume 2560, Page 0923, of the Official Records of Williamson County, Texas (the "Original Declaration"); and

WHEREAS, Davis Spring Properties, Ltd., a Texas limited partnership, executed that certain Assignment of Declarant Rights dated February 1, 1999 and recorded as Document No. 199947262 of the Official Public Records of Williamson County, Texas, assigning the Declarant Rights of Davis Spring Properties, Ltd., a Texas limited partnership to Standard Pacific of Texas, Inc., a Delaware corporation; and

WHEREAS, Standard Pacific of Texas, Inc., a Delaware corporation, executed that certain Assignment of Rights of Declarant in Connection with Davis Spring Residential Property Master Declaration of Covenants, Conditions and Restrictions dated December 2, 2008 and recorded as Document No. 2008089248 of the Official Public Records of Williamson County, Texas, assigning the Declarant Rights of Standard Pacific of Texas, Inc., a Delaware corporation to the Board of Directors of Davis Spring Residential Owners' Association, Inc. (the "Board"); and

WHEREAS, by their signatures below, all members of the Board of Directors of the Association are hereby approving the amendments contained herein, exercising the Board's rights as Declarant pursuant to Section 9.3A of the Original Declaration.

NOW, THEREFORE, PREMISES CONSIDERED, the Original Declaration is hereby amended as follows:

1. Section 9.3A of the Original Declaration is hereby amended in its entirety to read as follows:

"Section 9.3A By Declarant. This Master Declaration or any Supplemental Declaration may be amended by the Declarant acting

alone until June 1, 2010, or until Declarant no longer holds a majority of the votes in the Master Association, whichever occurs last. Notwithstanding the foregoing, Declarant may amend this Declaration at any time (i) to correct typographical and grammatical errors, and (ii) in order to comply with VA or FHA requirements for approval of the Property.”

2. Section 9.3B of the Original Declaration is hereby amended in its entirety to read as follows:

“Section 9.3B By Board of Directors and Owners. In addition to the method in Section 9.3(A), after June 1, 2010, this Declaration may be amended by the recording in the Official Public Records of Williamson County, Texas an instrument executed and acknowledged by the President and Secretary of the Master Association, setting forth the amendment and certifying that such amendment has been approved by a majority of the Board of Directors of the Master Association and has been approved by Owners entitled to cast at least fifty-one percent (51%) of the number of votes entitled to be cast pursuant to Section 5.3 hereof.”

3. Section 9.9(A) of the Original Declaration is hereby amended in its entirety to read as follows:

*“A. **Right of Enforcement.** Any Owner at such Owner’s expense, Declarant and/or the Association acting through its Board of Directors, shall have the right to enforce any and all provisions of the Davis Spring Restrictions. Such right of enforcement shall include both damages for, and injunctive relief against, the breach of any such provision. The failure to enforce any such provision at any time shall not constitute a waiver or the right thereafter to enforce any provision or any other such provision. Also, the violation of any of the Davis Spring Restrictions by an Owner, his family, guests, tenants, lessees or licensees shall authorize the Board of Directors, acting on behalf of the Association to avail itself of any one or more of the following remedies in addition to any other available remedies:*

- (A) The imposition of a special charge not to exceed Three Hundred Dollars (\$300.00) per violation;*
- (B) The suspension of the Owner’s rights to use any Association property so long as a violation exists;*

- (C) *The right to cure or abate such violation and to charge the expenses thereof, if any, to such Owner;*
- (D) *The right to seek injunctive and any other relief provided or allowed by law against such violation and to recover from such Owner all of the Association's expenses and costs in connection therewith, including, but not limited to attorney's fees and court costs.*

Before the Board may invoke the remedies provided above, it shall give notice of such alleged violation to Owner in the manner specified in Section 9.4 above, and shall afford the Owner an opportunity to request a hearing. If, after the hearing, or if no hearing is requested by the deadline set by the Board, the Board determines that a violation exists, the Board's right to proceed with the listed remedies shall become absolute. Each day a violation continues shall be deemed a separate violation. All unpaid special charges imposed pursuant to this section for violation of the Davis Spring Restrictions shall be the personal obligation of the Owner of the Lot for which the special charge was imposed and shall become a lien against such Lot and all improvements thereon. Such liens shall be prior to any declaration of homestead and the Association may enforce payment of such special charges in the same manner as provided in Article VII above. Notwithstanding any provision in this Section to the contrary, the Board shall not be required to afford an Owner a hearing prior to the filing of a lawsuit to collect past due assessments or prior to exercising the Right of Entry and Enforcement as set forth in Section 5.4(E) above."

4. Section 3.3 of the Original Declaration is hereby amended in its entirety to read as follows:

"Signage. All signs (other than political signs expressly permitted by law) on any portion of the Property must be approved in advance by the Architectural Review Committee."

5. Section 3.21 of the Original Declaration is hereby amended in its entirety to read as follows:

"3.21 Compliance With Provisions of the Davis Spring Restrictions. Each Owner shall comply strictly with the provisions of the Davis Spring Restrictions as the same may be amended from time to time."

Failure to comply with any of the Davis Spring Restrictions shall constitute a violation of this Declaration and shall give rise to enforcement thereof as provided in Sections 5.4(E) and 9.9(A) of this Declaration.”

6. Section 5.4(E) of the Original Declaration is hereby amended in its entirety to read as follows:

“E. Right of Entry and Enforcement. To enter at any time in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon for the purpose of enforcing the Davis Spring Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Davis Spring Restrictions, and the expense incurred by the Master Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon shall be a personal obligation of the Owner of the Lot entered upon, shall be a lien upon the Lot entered upon and upon the improvements thereon, and shall be enforced in the same manner and to the same extent as provided in Article VII hereof for regular and special assessments. The Association shall have the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Davis Spring Restrictions and to impose special charges and pursue all of the remedies described in Section 9.9(A) of this Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Davis Spring Restrictions; provided, however, that the Board shall never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, its successors or assigns.”

7. Except as amended above, the Original Declaration is hereby ratified and confirmed.

By signing below, each of the undersigned Directors of Davis Spring Residential Property Owners' Association, Inc. (constituting all of the current Directors) hereby approve the foregoing amendment exercising the Board's rights as Declarant pursuant to Section 9.3A of the Original Declaration.

DAVIS SPRING RESIDENTIAL PROPERTY OWNERS' ASSOCIATION, INC.
("Association")

By: [Signature]
Name: OLIVER HARRIS
Title: President

By: [Signature]
Name: DAN HARRISON
Title: Vice President

By: [Signature] 11-14-2009
Name: William Gerber
Title: Secretary

By: [Signature]
Name: DAVID PARLISH
Title: Director, TREASURER

~~By: _____
Name: _____
Title: Director~~

Unofficial Document

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on November 10th, 2009, by Nicholas Harris, President of DAVIS SPRING RESIDENTIAL PROPERTY OWNERS' ASSOCIATION, INC., on behalf of said Association.



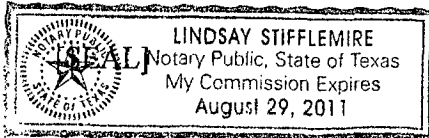
[Signature]
Notary Public Signature

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on November 18, 2009, by Danny Harrison, Vice President of DAVIS SPRING RESIDENTIAL PROPERTY OWNERS' ASSOCIATION, INC., on behalf of said Association.



[Signature]
Notary Public Signature

THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

This instrument was acknowledged before me on November 14, 2009, by William Gerber, Secretary of DAVIS SPRING RESIDENTIAL PROPERTY OWNERS' ASSOCIATION, INC., on behalf of said Association.

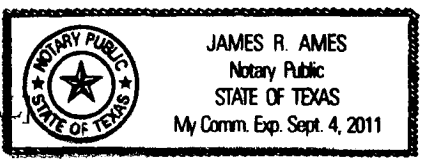
[SEAL]



[Signature]
Notary Public Signature

THE STATE OF TEXAS §
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COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on Nov. 27, 2009, by David Parrish, Director of DAVIS SPRING RESIDENTIAL PROPERTY OWNERS' ASSOCIATION, INC., on behalf of said Association.



James R. Ames
Notary Public Signature

THE STATE OF TEXAS §
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COUNTY OF WILLIAMSON §

~~This instrument was acknowledged before me on _____, 2009, by _____, Director of DAVIS SPRING RESIDENTIAL PROPERTY OWNERS' ASSOCIATION, INC., on behalf of said Association.~~

~~[SEAL] _____
Notary Public Signature~~

AFTER RECORDING RETURN TO:

Bill Flickinger
Willatt & Flickinger
2001 North Lamar
Austin, Texas 78705

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11/5/09

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2009089166

Nancy E. Rister

12/07/2009 03:30 PM

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NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

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