FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS GEORGETOWN CROSSING

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

WHEREAS, **RH of Texas Limited Partnership,** a Texas limited partnership ("Declarant"), successor to the rights as Declarant under that certain Declaration of Covenants, Conditions, and Restrictions dated April 24, 2001, recorded as Document No. 2001027534, Official Public Records of Williamson County, Texas, (as may be further amended and supplemented from time to time, being hereinafter referred to as the "Existing Declaration"), is the Developer of certain real property located in Williamson County, Texas, known as "Georgetown Crossing," a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet U, Slides 158-159 and Document No. 2001026014, Official Public Records of Williamson County, Texas, as more particularly described on **Exhibit "A"** attached hereto (the "Property") (the Property along with other property annexed from time to time in accordance with the provisions hereof shall hereinafter be collectively called the "Property"), pursuant to that certain Assignment of Rights of Declarant Under the Declaration of Covenants, Conditions, and Restrictions attached hereto and incorporated herein as **Exhibit "B"**; and

WHEREAS, the Property is subject to the Existing Declaration; and

WHEREAS, pursuant to Section 9.2 of the Existing Declaration, the Existing Declaration may be amended so long as the amendment is approved by Owners entitled to cast at least ninety percent (90%) of the number of votes entitled to be cast pursuant to Section 5.3 of the Existing Declaration; and

WHEREAS, Declarant has at least ninety (90%) of the number of votes necessary to amend certain provisions of the Existing Declaration as set forth below; and

WHEREAS, Declarant desires to amend the Existing Declaration to add Section 2.2 for the purpose of clarifying the document; and

WHEREAS, Declarant desires to amend the Existing Declaration to replace Section 5.3 for the purpose of correcting an error made in the actual number of classes of membership for voting purposes;

NOW, THEREFORE, in consideration of the premises above, it is hereby declared, as to the Property (i) that all of such Property shall be held, sold, conveyed, and occupied subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with such Property and shall be binding on all parties having any right, title, or interest in or to such Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof; and (ii) that each contract or deed which may hereafter be executed with regard to such Property or

any portion thereof shall conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions regardless of whether or not the same are set out or referred to in said contract or deed:

Article II is amended to add section 2.2 as follows:

ARTICLE II
DEVELOPMENT OF THE PROPERTY

2.2. Addition of Land. Declarant, its successors and assigns, shall have the right, at any time and from time to time, to add land to the Property, without the consent or approval of Owners of any Lots (other than Declarant), as long as such additions are pursuant to a general plan approved by the Veterans Administration (the "VA") or the Federal Housing Administration (the "FHA"), if VA or FHA approval is applicable. Furthermore, additional land may be annexed into the Property at any time with the consent of two-thirds (2/3) of each class of Members of the Association. Such additions/annexations may be accomplished by recording a Supplemental Declaration annexing the land in the Official Public Records of Williamson County, Texas. Upon such additions/annexations, this Declaration and the covenants, conditions, restrictions, and obligations set forth herein shall apply to the added land and the rights, privileges, duties, and liabilities of the Persons subject to this Declaration shall be the same with respect to the added land as with respect to the Property originally covered by this Declaration. As additional lands are annexed hereto, Declarant shall, with respect to said properties, record Supplemental Declarations which may incorporate this Declaration therein by reference, and which may supplement or modify this Declaration with such additional covenants, restrictions and conditions which may be appropriate for those lands.

Section 5.3 of Article V is deleted in its entirety and replaced with the following:

ARTICLE V
THE ASSOCIATION

5.3. Voting Rights. There shall be two classes of membership for purpose of voting on any Association matter.

(a) The Class A Members shall include each Residential Owner of a Residential Lot within the Property and each such Residential Owner shall have one (1) vote for each Residential Lot owned.

(b) The Class B Member shall be Declarant. The Class B Member shall have three (3) votes for each vote held by Class A Members. The Class B Membership of Declarant shall convert to a Class A Membership upon the earlier to occur of (i) such time as Declarant owns less than twenty-five percent (25%) of the Property (including any property annexed hereto pursuant to the terms hereof), or (ii) twenty (20) years from the date of this Declaration.

Where a lot is held jointly or in common by more than one (1) Owner, such Owners thereof shall designate one (1) Owner among them who shall be entitled to cast such vote and no other person shall be authorized to vote on behalf of such property interest except by proxy signed by such Owners. A copy of such written designation shall be filed with the Board before any such vote may be cast, and, upon the failure of the Owners thereof to file such designation, such vote shall neither be cast nor counted for any purpose whatsoever.

In all other respects, the provisions of the Existing Declaration are hereby ratified, adopted and confirmed.

EXECUTED this 24 day of April, 2002.

By: _____
Robert D. Wunsch, President
Board of Directors of Georgetown Crossing
Homeowner's Association, Inc.

By: _____
Rebecca Hinojosa
LH. Rebecca ~~Becky~~ Hinojosa, Secretary
Board of Directors of Georgetown Crossing
Homeowner's Association, Inc.

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 24th day of April, 2002, by Robert D. Wunsch, President of the Board of Directors of Georgetown Crossing Homeowner's Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

S. RANDALL
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
OCTOBER 18, 2005

_____
Notary Public - State of Texas

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 24th day of April, 2002, by Becky Hinojosa, Secretary of the Board of Directors of Georgetown Crossing Homeowner's Association, Inc. , a Texas nonprofit corporation, on behalf of said corporation.

_____
Notary Public - State of Texas

S. RANDALL
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
OCTOBER 18, 2005

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

CERTIFICATION OF VOTES HELD BY DECLARANT

We, the undersigned, being the President and Secretary of the Board of Directors of Georgetown Homeowner's Association, Inc., a Texas nonprofit corporation, after being duly sworn, hereby certify that the following are true: RH of Texas Limited Partnership, the Declarant under that certain Declaration of Covenants, Conditions, and Restrictions dated April 24, 2001, recorded as Document No. 2001027534 of the Real Property Records of Williamson County, Texas, as the term "Declarant" is defined in the Declaration, has ninety percent (90%) of the votes necessary to approve the First Amendment to Declaration of Covenants, Conditions, and Restrictions Georgetown Crossing.

Executed this 24 day of April, 2002.

By: _____
Robert D. Wunsch, President
Board of Directors of Georgetown Crossing
Homeowner's Association, Inc.

By: _____
~~Becky~~ Hinojosa, Secretary
Board of Directors of Georgetown Crossing
Homeowner's Association, Inc.

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 24th day of April, 2002, by Robert D. Wunsch, President of the Board of Directors of Georgetown Crossing Homeowner's Association, Inc., a Texas nonprofit corporation, on behalf of said corporation.

S. RANDALL
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
OCTOBER 18, 2005

_____
Notary Public - State of Texas

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 24th day of April, 2002, by Becky Hinojosa, Secretary of the Board of Directors of Georgetown Crossing Homeowner's Association, Inc. , a Texas nonprofit corporation, on behalf of said corporation.

S. RANDALL
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
OCTOBER 18, 2005

S. Randall
Notary Public - State of Texas

AFTER RECORDING RETURN TO:

MINTER, JOSEPH & THORNHILL, P.C.
Attn: Veronica Rivera
811 Barton Springs Road, Suite 800
Austin, Texas 78704

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

VR:ksj #11565 (WORD)
f:\ryland\churchill farms\1st amendment to decl – georgetown crossing

EXHIBIT A

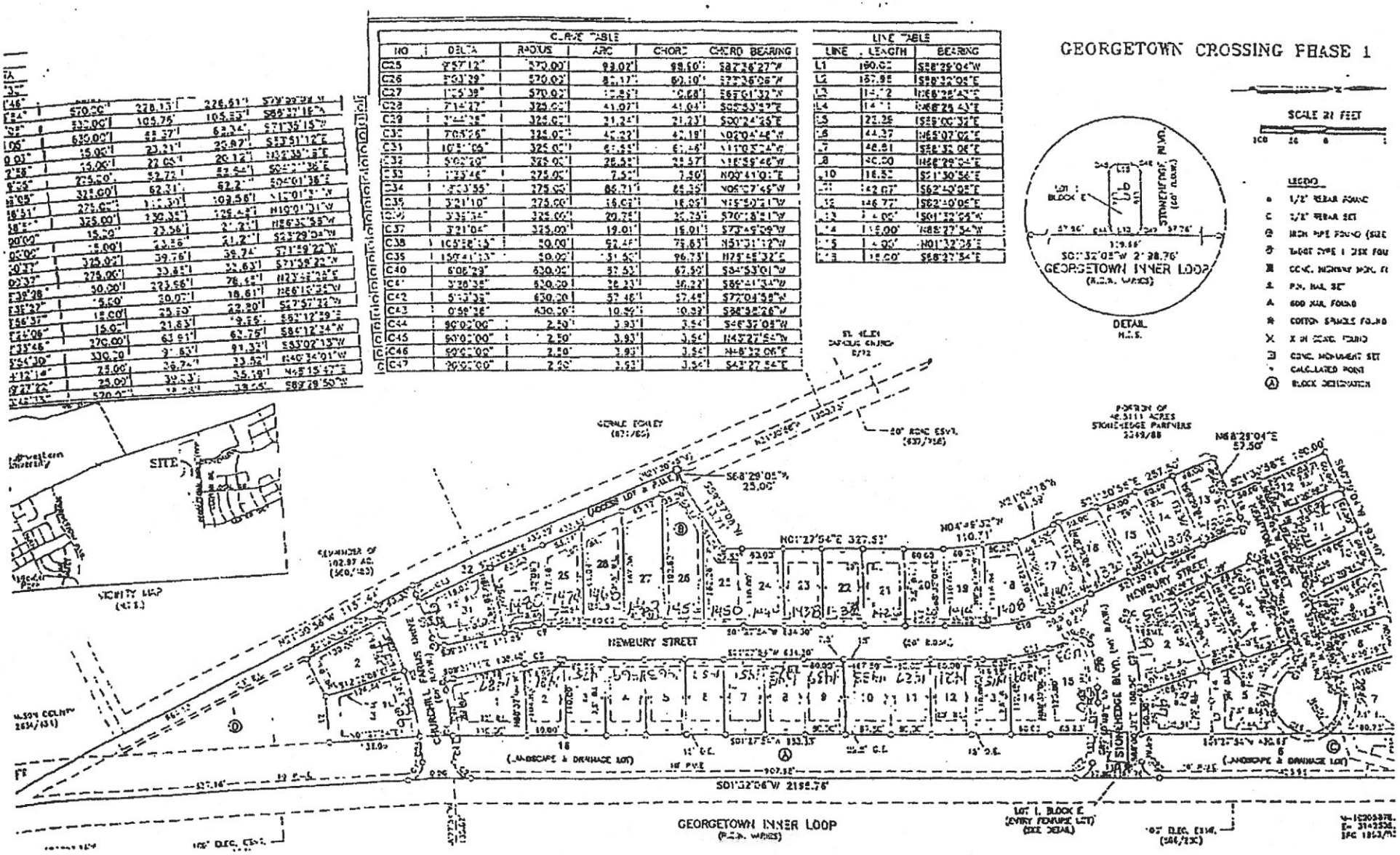


EXHIBIT A

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation

ASSIGNMENT OF RIGHTS OF DECLARANT UNDER THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS GEORGETOWN CROSSING

This Assignment of Rights of Declarant under the Declaration of Covenants, Conditions and Restrictions Georgetown Crossing (this "Assignment") is entered into as of April 24, 2002 by and between WPW CHURCHILL, LTD., a Texas limited partnership ("WPW"), and RH OF TEXAS LIMITED PARTNERSHIP, a Maryland limited partnership ("RYLAND").

Recitals

WHEREAS, WPW is the owner of all right, title and interest of the Declarant under the terms of the Declaration of Covenants, Conditions and Restrictions Georgetown Crossing, recorded as Document No. 2001027534 of the Real Property Records of Williamson County, Texas (the "Declaration"), as the term Declarant is defined in the Declaration; and

WHEREAS, WPW desires to assign to RYLAND the rights, privileges, exemptions and duties of the Declarant under the Declaration;

AGREEMENT

NOW, THEREFORE, for TEN DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed and acknowledged by WPW, WPW has ASSIGNED, TRANSFERRED, CONVEYED, DELIVERED, RELEASED AND RELINQUISHED, and does hereby ASSIGN, TRANSFER, CONVEY, DELIVER, RELEASE AND RELINQUISH, unto RYLAND all of its right, title and interest in and to the rights, privileges, exemptions and duties of Declarant under the Declaration. WPW hereby represents and warrants to RYLAND that WPW has not previously assigned to any third party any of its right, title and interest in and to the rights of Declarant, and that the rights of Declarant are assignable.

WPW shall indemnify and save and hold harmless RYLAND and its agents, officers and employees, from all suits, actions, losses, damages, claims or liability of any character, type or description, including, without limiting the generality of the foregoing, all expenses, costs, litigation, court costs, and attorneys fees for any and all costs or claims arising out of or related to any actions or inactions of Declarant until the date of this Assignment.

WPW agrees to execute and deliver such further documents and instruments, if any, as RYLAND may request to effect, evidence, acknowledge, or give notice of the transfer of the rights of Declarant under the Declaration to RYLAND. Such other documents and instruments shall be provided promptly and, in any event, within ten (10) days after RYLAND's request.

EXHIBIT B

It is the intent of WPW to transfer all the rights, privileges, exemptions, title and interest it owns in the rights of Declarant.

EXECUTED this 24 day of April, 2002.

WPW CHURCHILL, LTD.,
a Texas limited partnership

By: WPW Churchill Management, L.L.C.,
a Texas limited liability company,
General Partner

By: _____
Robert D. Wunsch, President

THE STATE OF TEXAS '
'
COUNTY OF TRAVIS '

This instrument was acknowledged before me on the 24th day of April, 2002, by Robert D. Wunsch, President of WPW Churchill Management, L.L.C., a Texas limited liability company, general partner of WPW Churchill, Ltd., a Texas limited partnership, on behalf of said limited liability company and said limited partnership.

S. RANDALL
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES:
OCTOBER 18, 2005

_____
Notary Public in and for the State of Texas

RECORDERS MEMORANDUM
All or parts of the text on this page was not clearly legible for satisfactory recordation.

ACCEPTANCE OF ASSIGNMENT

RH of Texas Limited Partnership, a Maryland limited partnership ("Ryland"), in consideration of the interest assigned to Ryland in the foregoing Assignment, set forth above, accepts all of the right, title, and interest in the rights and obligations of Declarant pursuant to that certain Declaration of Covenants, Conditions and Restrictions Georgetown Crossing.

EXECUTED this 22 day of April, 2002.

RH OF TEXAS LIMITED PARTNERSHIP,
a Maryland limited partnership

By: Ryland Homes of Texas, Inc.,
a Texas corporation, General Partner

By: _____
Name: Michael G. Rowell
Title: Asst. Secretary

THE STATE OF TEXAS '
'
COUNTY OF TRAVIS '

This instrument was acknowledged before me on the 22 day of April, 2002, by Michael G. Rowell, _____ of Ryland Homes of Texas, Inc., a Texas corporation, general partner of RH of Texas Limited Partnership, a Maryland limited partnership, on behalf of said corporation and said limited partnership.

_____
Notary Public in and for the State of Texas

Anna Botello Hernandez
Notary Public, State of Texas
My Commission Expires
AUGUST 02, 2005

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

VR:ksj #11565 (WORD)
f:\ryland\churchill farms\assignment of rights of declarant

Nancy E. Rister

04-26-2002 02:21 PM 2002031685
ANDERSON $27.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS