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FIRST AMENDMENT OF
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HOLLY STREET VILLAGE SUBDIVISION

WHEREAS, HOLLY STREET VILLAGE legally known as FINAL PLAT OF REPLAT OF LOT 2, MCDANIEL PARK, a subdivision in Georgetown, Williamson County, Texas, according to the Plat recorded in Cabinet EE, Slides 140-141 (Document No. 2008008637), Plat Records, Williamson County, Texas (the "Subdivision") is subject to the MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HOLLY STREET VILLAGE SUBDIVISION filed of record as Document No. 2008009241, the Official Public Records of Williamson County, Texas; and

WHEREAS, Section 209.0041 of the Texas Property Code provides that the Declaration may be amended by a vote of 67 percent or more of the total votes allocated to the Holly Street Village Homeowners Association, Inc. (the "Association"); and

WHEREAS, at a Special Meeting of Members held on July 25, 2012 approved by a vote of more than 67% of the total votes allocated to the Association, this amendment to the Declaration (the "First Amendment".

NOW THEREFORE, the Declaration is amended as follows:

1. **ARTICLE I DEFINITIONS** is amended by deleting and restating Section 6 as follows:

Section 6. "Maintenance Areas" shall mean all property now or hereafter maintained by the Association including, without limitation, the "Common Areas" (Lot 27, Block A ("Open Space Lot") and Lot 17, Block B ("Water Quality Lot"), if any, and any parks, drainage easement areas, streets, right-of-way, medians, entry strips, signs and lighting systems on or adjacent to the Property.

2. **ARTICLE III MAINTENANCE** is amended by deleting and restating the Sections 1 and 2 as follows:

Section 1. Association's Responsibility. The Association, in the sole discretion of its Board, may maintain and keep in good repair the Maintenance Areas in the Property, the right-of-way, medians, entry strips, signs and lighting systems whether owned by the Association, by an Owner, or by the public, so long as the rights-of-way or entry strips are within or adjacent to the Property. The Association shall maintain, repair, and replace the Common Areas, if any, in the Property. The cost of the maintenance provided for in this Section 1 shall be a common expense of the Association.

Section 2. Owner's Responsibility. On Improved Lots, the Owner shall be responsible for mowing lawns, pruning trees and shrubs and maintaining plants in existing and defined beds. Owners and occupants (including lessees) of any part of the Property shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep that Lot safe and clean at all times.

All improvements upon any of the Property shall at all times be kept in good condition and repair and adequately painted or otherwise maintained by the Owner thereof. Such maintenance includes, but is not limited to, the following:

(a) Prompt and regular removal of all litter, trash, refuse, debris, and wastes, including any such items resulting from storm, flood or other casualty.

(b) Regular watering of all lawn, trees, shrubs and plants as necessary to keep them alive and healthy.

(c) Keeping parking areas and driveways in good repair.

(d) Complying with all applicable governmental laws, ordinances, rules and regulations.

3. ARTICLE VI ASSESSMENTS is amended by deleting and restating Sections 3 and 5 as follows:

Section 3. Computation of Assessment. It shall be the duty of the Board of Directors to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause a copy of the budget, and the amount of the assessments to be levied against each Lot to be delivered to each Owner. The budget and the assessment shall become effective unless disapproved at the meeting by a vote of at least a majority of both classes of the total Association membership. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board of Directors fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 5. Assessment Property. All Lots shall be subject to the assessments provided for in this Declaration.

RATIFICATION

The Declaration is hereby ratified and confirmed, subject to the changes effectuated by this First Amendment.

IN WITNESS THEREOF, Josh Anderson, President of the Association, hereby certifies that this First Amendment was approved by more than 67 percent of the total votes of the Association at a Special Meeting of Members held on July 25, 2012, to be effective as of that date.

Holly Street Village Homeowners Association, Inc.
By: _____
Josh Anderson, President

THE STATE OF TEXAS §
§
COUNTY OF Travis §

This First Amendment to the Declaration was acknowledged before me on the 17 day of August, 2012 by Josh Anderson, President of Holly Street Village Homeowners Association, Inc., a Texas non-profit corporation, on behalf of such corporation.

SAMANTHA DAWN ROCK STORY
Notary Public, State of Texas
My Commission Expires
May 17, 2014

_____
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

The Weichert Law Firm
3821 Juniper Trace, Suite 106
Austin, Texas 78738

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2012068922

Nancy E. Rister

08/24/2012 11:01 AM
MIKULENCAK $24.00
NANCY E. RISTER, COUNTY CLERK
WILLIAMSON COUNTY, TEXAS

(3) Town Square Title
200 N Rogers St. Ste B
Wakahachie, Tx 75165