

AFTER RECORDING RETURN TO:

Robert D. Burton  
Armbrust & Brown, L.L.P.  
100 Congress Ave., Suite 1300  
Austin, Texas 78701



**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS

*Dana DeBeauvoir*

2006 Oct 31 04:02 PM 2006211330

BENAVIDESV \$28.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

## AVALON [PHASE 2]

### FIRST AMENDMENT TO DEVELOPMENT AREA DECLARATION

*Travis County, Texas*

Declarant: KM AVALON, LTD., a Texas limited partnership

Cross reference to Avalon Development Area Declaration for [Phase 2] recorded under Document No. 2006198640, Official Public Records of Travis County, Texas.

**FIRST AMENDMENT TO AVALON DEVELOPMENT AREA DECLARATION [PHASE 2]**

This First Amendment to Avalon Development Area Declaration [Phase 2] (this "First Amendment") is made by KM AVALON, LTD., a Texas limited partnership ("Declarant"), and is as follows:

**RECITALS:**

A. Declarant previously executed and recorded that certain Avalon Development Area Declaration [Phase 2] recorded under Document No. 2006198640, Official Public Records of Travis County, Texas (the "Declaration").

B. Pursuant to Section 7.02 of the Declaration, the Declaration may be amended by Declarant acting alone.

C. Declarant desires to amend the Declaration as set forth hereinbelow.

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

2. **Maintenance.** Section 2.08 of the Declaration is hereby deleted in its entirety and replaced with the following:

**2.08 Maintenance.** The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their entire Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. An Owner's "entire Lot" shall include, without limitation, any portion of such Lot upon which a subdivision perimeter fence has been constructed, or any portion of such Lot between such subdivision perimeter fence and any boundary line of such Lot. Declarant has reserved the right under the Master Covenant to designate a portion of any Lot as a "Service Area". A Service Area designation may provide that the Association will assume responsibility for certain maintenance tasks otherwise allocated to an Owner (e.g., yard maintenance). Nothing in this *Section 2.08* will be construed to limit the Declarant's or the Association's ability to designate Service Areas or provide the maintenance services which would be the responsibility of an Owner. The Avalon Reviewer, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this *Section 2.09* has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Avalon Reviewer, in its sole discretion:

- (i) Prompt removal of all litter, trash, refuse, and wastes.
- (ii) Lawn mowing.

- (iii) Tree and shrub pruning.
- (iv) Watering.
- (v) Keeping exterior lighting and mechanical facilities in working order.
- (vi) Keeping lawn and garden areas alive, free of weeds, and attractive.
- (vii) Keeping planting beds free from turf grass.
- (viii) Keeping sidewalks and driveways in good repair.
- (ix) Complying with all government, health and police requirements.
- (x) Repainting of Improvements.
- (xi) Repair of exterior damage, and wear and tear to Improvements.

3. **Effect of First Amendment.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this First Amendment, all other terms and provisions of the Declaration and each Declaration remain in full force and effect as written.

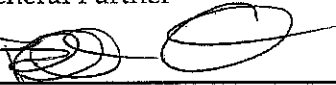
*[SIGNATURE PAGE FOLLOWS]*

Executed on this 27<sup>th</sup> day of October, 2006.

**DECLARANT:**

**KM AVALON, LTD.,** a Texas limited partnership

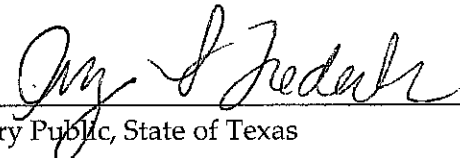
By: KM Avalon GP, Inc., a Texas corporation,  
its General Partner

By:   
Blake Magee, President

STATE OF TEXAS           §  
                                     §  
COUNTY OF TRAVIS   §

This instrument was acknowledged before me on the 27<sup>th</sup> day of October, 2006, by Blake Magee, President of KM Avalon GP, Inc., a Texas corporation, General Partner of KM Avalon, Ltd., a Texas limited partnership, on behalf of such corporation and limited partnership.

[seal]

  
Notary Public, State of Texas

