

411-202

**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
DESERT SPRINGS UNITS 1 AND 2**

This Third Amendment ("Third Amendment") to the Declaration of Covenants, Conditions and Restrictions (the "Covenants") for Desert Springs Units 1 and 2 is made by DVEP Land, LLC and RPW Development, Ltd. as original Declarants.

1. **Recitals.** Whereas, Declarant filed the Covenants for Desert Springs Units 1 and 2 (the "Subdivision") in the Real Property Records of El Paso County, Texas under Document No. 20130014902; and

Whereas, Declarant filed a First Amendment to Declaration for Covenants for the Subdivision in the Real Property Records of El Paso County, Texas under Document No. 20130072922; and

Whereas, Declarant and other lot owners filed a Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Desert Springs Units 1 and 2 in the Real Property Records of El Paso County, Texas under Document No. 20140015467; and

Whereas, Declarant filed the Supplemental Declaration of Covenants, Conditions and Restrictions for Desert Springs Units 1 and 2 to implement the provisions of Article IV of the Covenants to organize the home owners association; and

Whereas, Declarant desires to further amend the Covenants to clarify the timing of imposition of assessments to support the actions and purposes of the home owners association; and

NOW, THEREFORE, the Declarant hereby amends the Covenants as hereinafter provided:

2. **Amendment of Section 8.02.** Section 8.02 of the Covenants as found in the Supplemental Covenants is hereby amended to read as follows:

Section 8.02 Annual Budget and Regular Annual Assessments. Each fiscal year while the Declaration is in force, the Board shall adopt an annual budget and regular Annual Assessments to be levied for the next year. All regular Annual Assessments will be made in accordance with the By-laws of the Association and determined no later than 15 days before the beginning of the fiscal year. Each Lot's prorated share of the regular Annual Assessment shall be determined by dividing the total assessment by the number of Lots in the Subdivision subject to assessment. No assessment shall be made against any Lot until a completed residence has been constructed on the Lot and sold to a person who will own and occupy the residence. No assessment shall be imposed against any vacant Lot or any Lot upon which construction is underway but not yet completed.

3. **Entire Modification.** Except as expressly amended herein, all provisions of the First Amendment, Second Amendment, Supplemental Covenants and the Covenants are hereby ratified and shall remain in full force and effect.

Doc# 20140067409
#Page 2 #Pages 1
Filed & Recorded in
10/20/2014 3:33:16 PM
Official Records of
El Paso County
Dallas, Texas
County Clerk
Fees \$30.00

3
AV

I hereby certify that this instrument was filed on the date and time stamped
hereon by me and was duly recorded by document number in the Official
Public Records of Real Property in El Paso County.

Dale Brimmer



EL PASO COUNTY, TEXAS