

**AFTER RECORDING RETURN TO:**

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**FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**DAVIS MOUNTAINS PROPERTY OWNERS ASSOCIATION, INC.**

**Cross reference to that certain Declaration of Covenants, Conditions and Restrictions Davis Mountains Property Owners Association, recorded at Volume 73, Page 13, in the Official Public Records of Jeff Davis County, Texas; as amended by that certain Revised Declaration of Covenants, Conditions and Restrictions Davis Mountains Property Owners Association, recorded at Volume 77, Page 288, in the Official Public Records of Jeff Davis County, Texas; as further amended by that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions Davis Mountains Property Owners Association, recorded at Volume 178, Page 680, in the Official Public Records of Jeff Davis County, Texas.**

**FIRST AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**DAVIS MOUNTAINS PROPERTY OWNERS ASSOCIATION, INC.**

**RECITALS:**

A. WHEREAS, Davis Mountains Property Owners Association, Inc. (the “Association”) is a property owners association, whose membership consists of owners of lots subject to that that certain Declaration of Covenants, Conditions and Restrictions Davis Mountains Property Owners Association, recorded at Volume 73, Page 13, in the Official Public Records of Jeff Davis County, Texas; as amended by that certain Revised Declaration of Covenants, Conditions and Restrictions Davis Mountains Property Owners Association, recorded at Volume 77, Page 288, in the Official Public Records of Jeff Davis County, Texas; as further amended by that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions Davis Mountains Property Owners Association, recorded at Volume 178, Page 680, in the Official Public Records of Jeff Davis County, Texas (collectively, the “Declaration”).

B. WHEREAS, the members of the Association desire to amend the terms and provisions of Declaration.

C. WHEREAS, Section 8.4 of the Declaration provides that the Amendment may be amended in the same manner as provided for amending the By-Laws of the Association in effect at the time of the amendment.

D. WHEREAS, the Association is currently governed by that certain Third Revised By-Laws of the Davis Mountains Property owners Association, Inc., recorded at Volume 182, Page 744, in the Official Public Records of Jeff Davis County, Texas (the “By-Laws”).

E. WHEREAS, Article XI of the By-Laws provides that it may be amended by the approval of two-thirds of the eligible votes cast, by written ballot, in person or by proxy, at a special meeting called for such purpose.

F. WHEREAS, in accordance with the foregoing requirements, the Secretary of the Association hereby certifies that this First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions Davis Mountains Property Owners Association, Inc. was approved by a vote of two-thirds of the eligible votes cast, by written ballot, in person or by proxy, at a special meeting of the Association’s membership called for such purpose conducted on \_\_\_\_\_, 2026.

NOW THEREFORE, the Declaration is hereby amended as follows:

**1. Leasing of Lots.** The following Section 6.12 is hereby added to the Declaration:

Section 6.12 (Leasing of Lots). In order to preserve the residential character of the Properties, the leasing of Lots shall be governed by the restrictions imposed by this Section 6.12. Except as permitted herein, the leasing of Lots shall be prohibited. “Leasing” for the purpose of this Declaration is defined as regular, exclusive occupancy of a Lot or residential dwelling constructed thereon by any person (including a corporation, partnership, trust or other legal entity) other than the Owner for which the Owner or any related party of the Owner receives consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument, regardless of whether or not such occupancy is pursuant to a written lease. The determination of whether occupancy of a Lot constitutes a lease shall be determined by the Association’s Board of Directors (the “Board of

Directors”) in its sole and absolute discretion, which shall be binding provided it is made in good faith. For purposes hereof, occupancy by a roommate of an Owner who occupies the Lot as such Owner’s primary residence shall not constitute Leasing hereunder. Notwithstanding anything to the contrary, this Section 17 shall not apply to a lease of a Lot entered into in conjunction with the sale of the Lot, whereby the Owner selling the Lot continues to occupy the Lot following the sale of such Lot to a new Owner pursuant to a lease agreement with the new Owner purchasing such Lot (commonly referred to as a “leaseback agreement”).

(a) Lease Agreement. All leases shall be in writing and there shall be no subleasing of Lots or assignment of leases without prior written approval from the Board of Directors. Within five (5) business days after executing a lease agreement for the lease of a Lot or any renewal thereof, or within five (5) business days from a written request from the Board of Directors, the Owner shall provide the Board of Directors with a copy of the lease and the name, telephone number and email address of the tenants under the lease agreement (collectively, the “Tenant”) and the name of all other adult people occupying the Lot during the term of the lease. The Owner must provide the Tenant copies of the Declaration, Bylaws, and all rules and regulations adopted by the Association and the Owner must provide to the Board of Directors written confirmation signed by the Tenant confirming that the Tenant was provided copies of the Declaration, Bylaws, and all rules and regulations adopted by the Association.

(b) Lease Term. No Lot, or any portion thereof, shall be leased or rented, or otherwise advertised for lease or for rent, for an initial term of less than ninety (90) days. After the expiration of an initial twelve-month lease term, such lease may be extended for additional periods of time of no less than thirty (30) days. No Owner may lease or rent, or offer to lease or rent a Lot, or any portion thereof, for short-term (consisting of an initial lease term of less than ninety (90) days, vacation or transient purposes (including short-term house swapping) or on a fractional basis. No Owner may enter into a lease agreement for a Lot more than one (1) time in a contiguous ninety-day period without the written consent of the Board of Directors. For example, if an Owner enters into a ninety-day lease agreement for his or her Lot with a Tenant and the Tenant terminates the lease agreement after five days, the Owner may not lease the Lot again until the ninety days after the terminated lease agreement was executed.

(c) Compliance with Governing Documents. Owners of leased Lots shall cause all Tenants and other occupants of the Lot and their invitees (collectively, the “Occupants”) to comply with the Declaration and all rules and regulations adopted by the Association and shall be responsible for all violations by any of the Occupants.

(d) Owner Responsibility and Waiver of Liability. The Owner of a leased Lot is liable to the Association for any expenses incurred by the Association in connection with enforcement of the Declaration and rules and regulations adopted by the Association against the Owner and/or the Owner’s Tenant or other Occupants. The Association is not liable to the Owner for any damages, including lost rents, suffered by the Owner in relation to the Association’s enforcement of the Declaration and rules and regulations adopted by the Association against the Owner’s Tenant.

(e) Violation of Leasing Restrictions. The Board of Directors shall have the power and authority to levy fines against Owners who violate any of the leasing restrictions established by this Section 6.12, which may include daily fines for each day that a violation continues. Fines levied against an Owner shall constitute an assessment, as provided for under Article V of the Declaration,

and may be collected in any manner authorized by Article V for the collection of unpaid assessments.

**2. Miscellaneous.** Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Declaration. Unless expressly amended by this instrument, all other terms and provisions of the Declaration remain in full force and effect as written and are hereby ratified and confirmed.

**3. Effective Date.** This First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions Davis Mountains Property Owners Association, Inc. shall be effective upon its recording in the Official Public Records of Jeff Davis County, Texas.

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**SECRETARY’S CERTIFICATE**

The undersigned, Secretary of Davis Mountains Property Owners Association, Inc. (the “Association”), hereby certifies that this First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions Davis Mountains Property Owners Association, Inc. was approved by a vote of two-thirds of the eligible votes cast, by written ballot, in person or by proxy, at a special meeting of the Association’s membership called for such purpose conducted on \_\_\_\_\_, 2026.

**DAVIS MOUNTAINS PROPERTY OWNERS  
ASSOCIATION, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Secretary

STATE OF TEXAS                                   §  
  §  
COUNTY OF JEFF DAVIS                   §

THIS INSTRUMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026 by \_\_\_\_\_, Secretary of Davis Mountains Property Owners Association, Inc.

(seal)

\_\_\_\_\_  
Notary Public of Texas