

SECOND AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
AMOUR VALLEE CONDOMINIUMS

ELECTRONICALLY RECORDED 201800335938

STATE OF TEXAS

§

12/27/2018 09:58:18 AM AM 1/6

COUNTY OF DALLAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

THIS SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR AMOUR VALLEE CONDOMINIUMS (this "Second Amendment") is made this ___ day of December, 2018, by KAMINSKI HOLDINGS, INC., a Texas corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant recorded that certain Condominium Declaration for Amour Vallee Condominiums on November 12, 2018, under Instrument Number 2018-00301146 of the Condominium Records of Dallas County, Texas (the "Declaration"); and

WHEREAS, Article X, Section 10.1 of the Declaration provides that the Declarant may amend the Declaration at any time if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Condominium Units; and

WHEREAS, the Declarant desires to amend the Declaration to enable FNMA and FHLMC to make or purchase mortgage loans on the Condominium units; and

WHEREAS, Article X, Section 10.1 of the Declaration provides that the board of directors of the Amour Vallee Homeowners Association, Inc., a Texas nonprofit corporation (the "Master Association") must consent to any material amendment to the Declaration; and

WHEREAS, the Master Association, as evidenced by its signature below, consents and approves of the amendments to the Declaration as set forth below.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration and the Act, the Declarant hereby amends the Declaration as follows:

1. The Declaration is hereby amended by adding a new Article XIII, entitled "Mortgagee Rights" as follows:

ARTICLE XIII

MORTGAGEE'S RIGHTS

13.01 Eligible Mortgage Holders. Any First Mortgagee, or insurer or guarantor of a First Mortgage, who submits a written notice of its interest in a Unit to the Association, identifying the name and address of the Mortgagee and identifying the Unit to which its Mortgage relates, shall be an "Eligible Mortgage Holder". Eligible Mortgage Holders shall be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Condominium or any Unit on which there is a Mortgage held, insured or guaranteed by such Eligible Mortgage Holder;

(b) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a Mortgage held, insured or guaranteed by such Eligible Mortgage Holder which remains unsatisfied for a period of sixty (60) days, and any default in the performance by an Owner of any other obligation under the Condominium Instruments which is not cured within sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of a specified percentage of Eligible Mortgage Holders, as specified in the Dedicatory Instruments or the Condominium Act,

(e) any First Mortgagee shall be entitled, upon written request, to receive within a reasonable time after such request, a copy of the audited financial statement of the Association for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting; or

(f) any judgment rendered against the Association.

13.02 Document Changes. No amendment of any material provision of this Declaration described in this Section 13.02 may be effective without the vote of Owners representing at least sixty-seven percent (67%) of the total votes in the Association (except as provided in Section 13.05 below) and the approval in writing of at least fifty-one percent (51%) of the Eligible Mortgage Holders. "Material" provisions include any provision affecting the following:

(a) Assessments, assessment liens or subordination of such liens;

(b) Voting rights;

(c) Reserves for maintenance, repair and replacement of the Common

Elements;

- (d) Responsibility for maintenance and repairs;
- (e) Rights to use the Common Elements;
- (f) Reallocation of interests in the Common Elements or rights to their use, except that when Limited Common Elements are reallocated by agreement between Owners, only those Owners and the Eligible Mortgage Holders having an interest in such Unit must approve such action;
- (g) Definitions of boundaries of Units;
- (h) Insurance or fidelity bonds;
- (i) Imposition of any restrictions on an Owner's right to sell, lease or transfer his Unit;
- (j) Restoration or repair of the Property after hazard damage or partial condemnation in a manner other than that specified in this Declaration;
- (k) Termination of this Declaration after the occurrence of substantial destruction or condemnation;
- (l) Conversion of Units into Common Elements or conversion of Common Elements into Units;
- (m) Expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium.
- (n) A decision by the Association to establish self-management if professional management had been required by the Condominium Instruments or by an Eligible Mortgage Holder; and
- (o) The benefits of Eligible Mortgage Holders.

13.03 Actions Requiring Special Approval. The Association may not take any of the following actions without the approval of at least fifty-one percent (51%) of the Eligible Mortgage Holders and the approval of Owners representing at least two-thirds (2/3rds) of the Percentage Interests in the Condominium:

- (a) by act or omission seek to abandon or terminate the Condominium for reasons other than substantial destruction or condemnation, as permitted with the approval percentages specified in Article VIII;

sell or transfer the Common Elements (the granting of easements or licenses, as authorized herein, shall not be deemed a transfer within the meaning of this clause); or

(c) use hazard insurance proceeds for losses to any portion of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such portion of the Condominium.

13.04 Notice of Objection. Unless an Eligible Mortgage Holder provides the Secretary of the Association with written notice of its objection, if any, to any proposed amendment or action outlined above within sixty (60) days following the receipt of notice delivered by certified or registered mail, return receipt requested, of such proposed amendment or action, the Eligible Mortgage Holder shall be deemed conclusively to have approved the proposed amendment or action.

13.05 First Mortgagees' Rights.

(a) Payment of Taxes and Insurance. First Mortgagees, jointly or singly, may pay taxes or other charges which are in default and which may or have become a charge against any of the Common Elements, and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Elements. First Mortgagees making such payments shall be owed immediate reimbursement from the Association.

(b) Payment of Assessments. Eligible Mortgage Holders shall be entitled to cure any delinquency of the Owner of the Unit encumbered by the Eligible Mortgage Holder in the payment of Assessments of which the Eligible Mortgage Holder has received notice under Section 13.01 above. In that event, the Eligible Mortgage Holder shall be entitled to obtain a release from the lien imposed or perfected by reason of such delinquency.

13.06 Title Taken by First Mortgagee. Any First Mortgagee who obtains title to the Unit pursuant to the remedies provided in the First Mortgage, including foreclosure of the First Mortgage, shall be liable for all Assessments due and payable as of the date title to the Unit vests in the First Mortgagee under the statutes of Texas governing foreclosures. Except as provided in the Condominium Act, such First Mortgagee shall not be liable for any unpaid dues and charges attributable to the Unit which accrue prior to the date such title vests in the First Mortgagee.

2. Except as modified by the First Amendment and this Second Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized officer of the Declarant has executed this Second Amendment as of the date first written above.



DECLARANT: KAMINSKI HOLDINGS, INC.,
a Texas corporation

By: *Bruce Kaminski*
Bruce Kaminski, President

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 22 day of December, 2018, by Bruce Kaminski, President of KAMINSKI HOLDINGS, INC., a Texas, a Texas corporation, on behalf of said corporation.

Cesar Velazco
Notary Public

My Commission Expires: 8/29/2021

CONSENTED TO THIS 22 DAY OF DECEMBER 2018.

AMOUR VALLEE HOMEOWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation

By: *Bruce Kaminski*
Bruce Kaminski, President

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me this 22 day of December, 2018, by Bruce Kaminski, President of AMOUR VALLEE HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said corporation.

Cesar Velazco
Notary Public

My Commission Expires: 8/29/2021



AFTER RECORDING, RETURN TO:

Riddle & Williams, P.C.
3811 Turtle Creek Blvd., Suite 500
Dallas, Texas 75219
F:\RWBWP\G\DEC.AMD\FIRST.AMOURVALLEE.MORTGAGEE

**Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
12/27/2018 09:58:18 AM
\$46.00
201800335938**

