

Mary Louise Nicholson
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**THIRD AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CABALLITO DEL MAR**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CABALLITO DEL MAR (this "Third Amendment") is made to be effective as of the 1st day of December, 2018, by Caballito Del Mar (Fort Worth) Homeowners' Association, Inc. (the "Association").

WITNESSETH:

WHEREAS, KB Home Lone Star LP, a Texas limited partnership ("Declarant"), recorded the Declaration of Covenants, Conditions and Restrictions for Caballito Del Mar on or about March 15, 2004, as Document No. D204077042 of the Real Property Records of Tarrant County, Texas (the "Declaration"); and

WHEREAS, Article VII, Section 7.5(a) of the Declaration provides that the Declaration may be amended by the express written consent of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding votes held by Members at a meeting at which a quorum is present; and

WHEREAS, at a meeting of the owners held on July 14, 2018, at which a quorum was present, Members having more than sixty-six and two-thirds percent (66-2/3%) of the outstanding votes held by Members at the meeting gave their express written consent to the following amendment to the Declaration.

NOW, THEREFORE, the Declaration is amended as follows:

1. Article IV, Section 4.1 of the Declaration is deleted in its entirety and replaced with the following:

4.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner (other than Declarant, as set forth in Section 4.7(b) below) of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association: (i) annual assessments or charges, (ii) charges in connection with the transfer of a Lot, and (iii) special assessments for capital improvements. Such assessments (collectively, the "Assessments") are to be fixed, established and collected as provided herein. Assessments, together with such interest thereon, late charges and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such

Assessment is made. Each such Assessment, together with such interest, late charges, costs and reasonable attorney's fees shall also constitute a personal obligation of the person or entity who was the record Owner of such Lot at the time of the Assessment. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by such successors; however, the lien upon the Lot shall continue until paid.

2. Article IV, Section 4.8(b) of the Declaration is deleted in its entirety and replaced with the following:

(b) Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. Any such Assessment which is not paid when due shall incur a late charge of \$25.00 per month, until the delinquent Assessment is paid. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the Assessment shall bear interest from the date of delinquency (with no notice required to be given), until paid, at the rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is the lesser. The Association may at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions hereof, foreclose the lien against the Lot as provided in Subsection 4.8(d) hereof. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fees, together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner, and the expenses incurred in connection therewith, including interest, late charges, costs and reasonable attorney's fees shall be chargeable to the Owner in default. Under no circumstances, however, shall Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce any Assessments.

3. Article IV, Section 4.8(c) of the Declaration is deleted in its entirety and replaced with the following:

(c) No action shall be brought to foreclose said Assessment lien or to proceed under the power of sale herein provided in less than thirty (30) days after the date a notice of claim of lien is deposited with the postal authority, certified or registered, postage prepaid, to the Owner or said Lot, and a copy thereof is recorded by the Association in the Office of the County Clerk of the County; said notice of claim must recite a good and sufficient legal description of any such Lot, the record Owner or reputed Owner thereof, the amount claimed (which may, at the Association's option, include interest on the unpaid Assessment at the maximum legal rate, late charges, plus reasonable attorney's fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the Association.

4. Except as modified by this Third Amendment, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed by its duly authorized officer this 2 day of Jan, 2019.

**CABALLITO DEL MAR (FORT WORTH)
HOMEOWNERS' ASSOCIATION, INC.,**
a Texas non-profit corporation

By: Wayne White

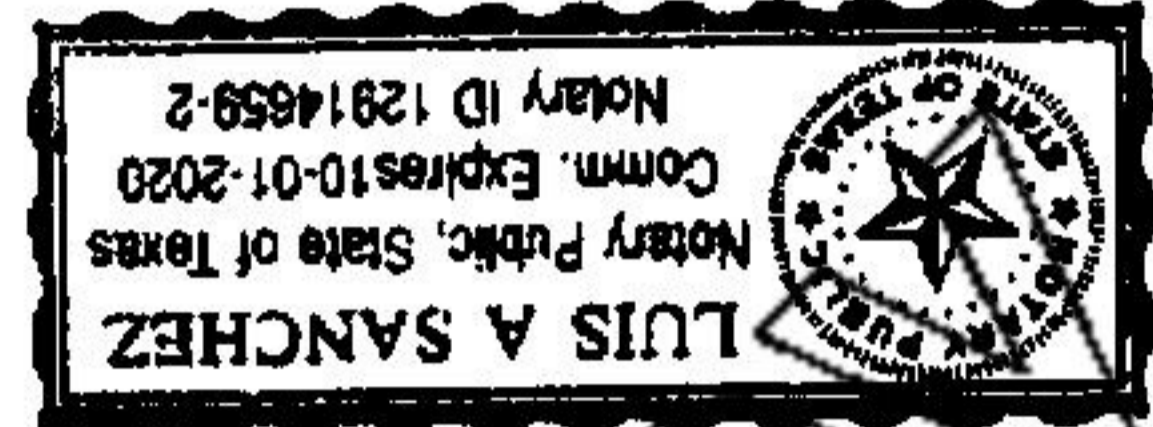
Its: President

ACKNOWLEDGMENT

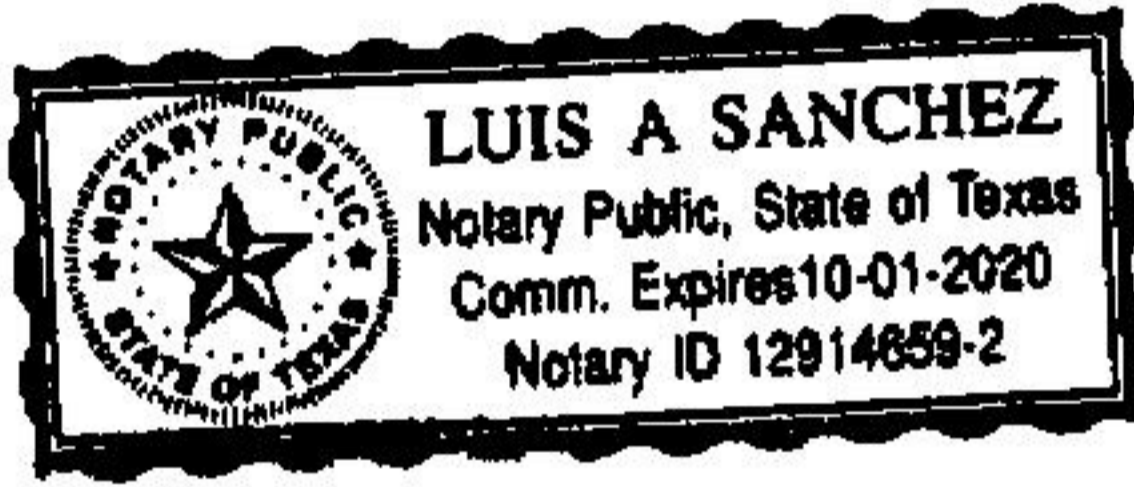
STATE OF TEXAS

COUNTY OF TARRANT

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This instrument was acknowledged before me on by Luis A Sanchez Wayne White of Caballito Del Mar (Fort Worth) Homeowners' Association, Inc., a Texas non-profit corporation, on behalf of said corporation, on the 2 day of Jan, 2019, 2018.



[Signature]
Notary Public, State of Texas

My Commission Expires: 10-1-20

Unofficial Copy