DFW M 1101

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Dallas, Texas 75243
Attention: Nathan Entsminger

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DALLAS §

UNOFFICIAL COPY

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CALDWELL LAKES

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CALDWELL LAKES (this "Amendment") is executed to be effective as of November 28, 2022, by K. HOVNANIAN DFW CALDWELL LAKES, LLC, a Texas limited liability company (the "Declarant").

WHEREAS, on October 19, 2022, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Caldwell Lakes, recorded on October 20, 2022, as Document No. 202200276079, in the Official Public Records of Dallas County, Texas (the "Declaration"), which Declaration encumbers the real property described on Exhibit A attached thereto;

WHEREAS, pursuant to Section 8.6 of the Declaration, Declarant desires to amend and modify the Declaration, as provided herein.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

1. Defined Terms. Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment with its initial letter capitalized which has been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration.

2. Amendment. The Declaration is hereby amended and modified in the following respects:

(a) The last sentence of Section 3.4(e)(2) of the Declaration is hereby amended and modified as follows:

"All wood fences shall be: (i) smooth-finished and be a maximum of six (6) feet in eight, (ii) constructed of cedar with board to board construction, and (iii) constructed with metal poles."

(b) The last sentence of Section 3.4 of the Declaration is hereby amended and modified to read in its entirety as follows:

"Lots shall further be landscaped and maintained as necessary to comply with the landscaping requirements established by the City (the "Minimum Landscaping Requirements")."

(c) The penultimate sentence of Section 3.6 of the Declaration is hereby amended and modified as follows:

"Any retaining walls located within a Lot shall be maintained and repaired by the Owner of the Lot on which such retaining wall is located."

3. No Other Effect. Except as expressly modified, amended and supplemented by this Amendment, the terms and provisions of the Declaration are not amended, modified or supplemented.

4. Severability. Invalidation of anyone provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment or the remainder of this Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

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EXECUTED to be effective as of the date written above.

DECLARANT:

K. HOVNANIAN DFW CALDWELL LAKES, LLC, a Texas limited liability company

By: _____
Name: Rick Trotter
Title: DFW President

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared Rick Trotter, DFW President of K. HOVNANIAN DFW CALDWELL LAKES, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said limited liability company, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 28 day of November 2022.

[SEAL]

Kellie Runnels
My Commission Expires
9/17/2025
Notary ID
129447883

Kellie Runnels
Notary Public, State of Texas

Unofficial Copy

Dallas County
John F. Warren
Dallas County Clerk

Instrument Number: 202200307545

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COUNTY OF DALLAS

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Records of Dallas County, Texas.**

John F. Warren
Dallas County Clerk
Dallas County, TX

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