

Kaufman County  
Laura Hughes  
County Clerk

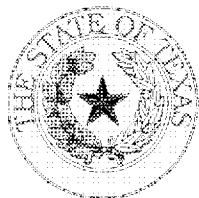
Instrument Number: 2017-0006445

AMENDMENT

Party: CTMGT TRAVIS RANCH LLC

Billable Pages: 5  
Number of Pages: 6

FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<p><b>On:</b> 03/27/2017 at 12:19 PM</p> <p><b>Document Number:</b> <u>2017-0006445</u></p> <p><b>Receipt No:</b> <u>17-7649</u></p> <p><b>Amount:</b> \$ <u>42.00</u></p> <p><b>Vol/Pg:</b> <u>V:5296 P:518</u></p>	<p>E-RECORDING</p>



STATE OF TEXAS  
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

*Laura A. Hughes*

Laura Hughes, County Clerk

Recorded By: Bobbie Bartlett, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

**Record and Return To:**

ALDS, LP - CAMP BOWIE  
5320 CAMP BOWIE BLVD., SUITE  
FORT WORTH, TX 76107



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

After recording, return to:  
 Travis Ranch Property Owners Association, Inc.  
 c/o Essex Association Management, L.P.  
 Attention: Ron Corcoran  
 1512 Crescent Drive, Suite 112  
 Carrollton, Texas 75006

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

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRAVIS RANCH**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRAVIS RANCH (this "Amendment") is made and entered CTMGT Travis Ranch LLC, a Texas limited liability company (the "Declarant"), as of the 24<sup>th</sup> day of March, 2017.

**RECITALS**

WHEREAS, on December 17, 2004, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Travis Ranch recorded on January 4, 2005, as Document No. 00028654, and in Volume 2562, Page 351, of the Official Public Records of Kaufman County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch dated June 8, 2005, recorded on June 21, 2005, as Document No. 00012389, and in Volume 2663, Page 122, of the Official Public Records of Kaufman County, Texas, and as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch recorded on October 20, 2005, as Document No. 00023324, and in Volume 2562, Page 351, of the Official Public Records of Kaufman County, Texas (as amended, the "Declaration"), which Declaration encumbers the real property described therein with the covenants, conditions and restrictions set out therein;

WHEREAS, pursuant to its rights as Declarant under the Declaration, including, without limitation, Section B.3.9 of Appendix B of the Declaration, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration, as more specifically provided in this Amendment.

NOW, THEREFORE, the 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. Amendments. (a) Article 7 is hereby modified and amended to add as a new Section 7.11 the following:

“7.11 Working Capital Fund. During the Declarant Control Period, the Declarant may establish a working capital fund for the Association in accordance with Section B.5 of Appendix B of the Declaration. From and after the Declarant Control Period, each Owner of a Lot shall make (or cause to be made by the purchaser of such Owner’s Lot) a one-time contribution due upon the sale of such Owner’s Lot to the new Owner. The amount of the contribution shall be charged in the uniform amount of at least Two Hundred Fifty and No/100 Dollars (\$250.00) per Lot or such other greater uniform amount adopted by resolution of a majority of the Board of Directors of the Association and will be collected on the closing of the sale of a Lot. Notwithstanding the forgoing, the working capital fund contribution required under this Section 7.11 must be paid upon sale of a Lot by a Builder to an Owner or upon sale of a Lot by an Owner to another Owner, provided that such working capital fund contribution is not required to be paid in connection with the transfer or sale of a Lot by Declarant, any successor Declarant or any affiliate of Declarant to a third party. Contributions to the working capital fund are not advance payments of Regular Assessments and are not refundable to the Contributor by the Association or Declarant. The working capital fund shall be maintained by the Declarant during the Declarant Control Period, and thereafter by the Association, and may be used for any reason, including, without limitation, funding construction, repairs, maintenance or operational costs of Common Areas, funding operational costs or operational reserves, and/or funding replacement/repair costs or replacement/repair reserves.”

(b) Section B.5 of Appendix B of the Declaration is hereby modified and amended to read in its entirety as follows:

“B.5. WORKING CAPITAL FUND. Unless otherwise agreed to in writing by Declarant may (but is not required to) establish a working capital fund for the Association by requiring purchasers of Lots to make a one-time contribution to this fund. The amount of the contribution will be (i) at least Two Hundred Fifty and No/100 Dollars (\$250.00) for sales of Lots by a Builder to an Owner, and (ii) at least Two Hundred Fifty and No/100 Dollars (\$250.00) for sales of Lots by an Owner that is not a Builder to another Owner, and such contributions will be collected on the closing of the sale of the Lot to an Owner. No working capital fund contribution shall be required to be paid in connection with the sale of a Lot by Declarant, any successor Declarant or any affiliate of Declarant to a third party; provided, however, each Builder or other Owner of a Lot must pay or cause to be paid a working capital fund contribution upon the sale of such Builder’s or Owner’s Lot. Builders who buy Lots from Declarant are not exempt from paying working capital fund contributions upon the sale of such Lots acquired by a Builder from Declarant, successor Declarant or Declarant affiliate. Contributions to the fund are not advance payments of

Regular Assessments and are not refundable to the contributor by the Association or by Declarant. This may not be construed to prevent a selling Owner from negotiating reimbursement of the contribution from a purchaser of such Owner's Lot. Declarant will transfer the balance of the working capital fund to the Association on or before termination of the Declarant Control Period. Declarant may not use the fund to defray Declarant's expenses or construction costs incurred during the Declarant Control Period. From and after the expiration of the Declarant Control Period, the working capital fund and contributions thereto shall be governed by the terms of Section 7.11 of the Declaration.”

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, and the Declaration, as modified, amended and supplemented hereby, is hereby amended as provided herein.

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

EXECUTED to be effective as of the date written above.

**DECLARANT:**

CTMGT Travis Ranch, LLC  
a Texas limited company

By: CTMGT LLC a Texas limited liability  
company, Authorized Member

By:   
Mehrdad Moayedi, Manager

[ACKNOWLEDGEMENTS FOLLOW]

STATE OF TEXAS

COUNTY OF Dallas

*Mehrdad Moaffedi*

BEFORE ME, the undersigned authority, on this day personally appeared March 24<sup>th</sup>, 17, the Manager of CTMGT LLC, a Texas corporation, the authorized member of CTMGT Travis Ranch 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 entities, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 24<sup>th</sup> day of March, 2017.

Veronica Parra  
Notary Public in and for the State of Texas  
My Commission Expires: April 13, 2017

