

**Kaufman County
Laura Hughes
County Clerk**

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**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: Maribel Vazquez, Deputy

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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 §

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

THIS SIXTH 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 1st day of April, 2019.

RECITALS

WHEREAS, on December 17, 2004, Travis Ranch Development, L.P., a Texas limited partnership (the “Prior 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, 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 2751, Page 577, of the Official Public Records of Kaufman County, Texas, as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch recorded on March 6, 2006, in Volume 2835, Page 489, of the Official Public Records of Kaufman County, Texas, as supplemented pursuant to that certain Supplemental Declaration of Covenants, Conditions and Restriction for Travis Ranch dated March 6, 2006, recorded in Volume 2835, Page 449, of the Official Public Records of Kaufman County, Texas, as further amended by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch recorded on April 30, 2007, in Volume 3045, Page 127, Official Public Records of Kaufman County, Texas, and as further amended by that certain incorrectly named “Third Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch” (herein referred to as the “Fifth Amendment”) executed by Declarant, as successor in interest to Prior Declarant, as recorded on March 27, 2017, as Document No. 2017-0006445, and in Volume 5296, Page 518, of the Official Public Records of Kaufman County,

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Texas (as amended, the "Declaration"), which Declaration encumbers the real property described therein with the covenants, conditions and restrictions set out therein;

WHEREAS, Declarant holds all Declarant rights reserved under the Declaration and holds at least two-thirds of the total allocated votes of members of the Association, and pursuant to its rights as Declarant and holder of such two-thirds of the total allocated votes 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) The Fifth Amendment is incorrectly entitled and referred to in the Fifth Amendment as a "Third Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch." The all references in the Fifth Amendment to the "Third Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch" are herein modified to be read and refer to the "Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Travis Ranch."

(b) Section 1.11 is hereby modified and amended to read in its entirety as follows:

"Development Period" means the 50-year period beginning the date this Declaration is recorded, during which Declarant has certain rights pursuant to Appendix B hereto, including rights relating to development, construction, expansion, and marketing of the Property and the Additional Land. The Development Period is for a term of years and does not require that Declarant own land described in Appendix A. Declarant may terminate the Development Period at any time by recording a notice of termination."

(c) The following is added as a new Section 2.7 of the Declaration:

"Each Owner shall be individually responsible and assume all risk of loss associated with its use of the Common Area and/or any streets or other rights-of-way within the Property, and use by its family members, invitees and guests. **NEITHER THE ASSOCIATION NOR THE DECLARANT, NOR ANY MANAGING AGENT ENGAGED BY THE ASSOCIATION OR DECLARANT, SHALL HAVE ANY LIABILITY TO ANY OWNER OR THEIR FAMILY MEMBERS, INVITEES OR GUESTS, OR TO ANY OTHER PERSON OR ENTITY, ARISING OUT OF OR IN CONNECTION WITH THE USE, IN ANY MANNER WHATSOEVER, OF THE COMMON AREA, STREETS, RIGHTS-OF-WAY OR ANY IMPROVEMENTS COMPRISING A PART THEREOF FROM TIME TO TIME, AND EACH OWNER BY ACCEPTANCE OF A DEED TO ANY LOT RELEASES THE DECLARANT, ASSOCIATION AND ANY MANAGING**

AGENT FROM ANY AND ALL LIABILITY RELATED TO THE USE OF THE COMMON AREA, STREETS OR OTHER RIGHTS-OF-WAYS WITHIN THE PROPERTY. Declarant shall have no responsibility for maintenance, repair, replacement, or improvement of the Common Area, if any, after initial construction.”

(c) The last sentence of Section 5.3.2 is hereby modified and amended to read in its entirety, and is replaced by language, as follows: “By submitting any plan for approval, the submitting party expressly acknowledges that the Architectural Reviewer and any constituent members thereof is/are not, or are not reviewing plans or submittals in their professional capacity (if any) as, engineers, architects, or builders for purposes of plan review, and that any approval or disapproval of any plans expressly excludes any opinion on the suitability of the plans on an engineering, architectural, or construction basis. The Architectural Reviewer, and any delegate, officer, member, director, employee or other person or entity exercising the Architectural Reviewer’s rights under this Declaration or any other Documents shall have no liability for its decisions made and in no event shall be responsible for: (1) errors in or omissions from the plans and specifications submitted, (2) supervising construction for the Owner’s compliance with approved plans and specifications, or (3) the compliance of the Owner’s plans and specifications with governmental codes and ordinances, state and federal laws.”

(d) Section 5.7 of the Declaration is hereby modified and amended to read in its entirety as follows:

“5.7. ARCHITECTURAL GUIDELINES; LIMITATIONS ON REVIEWERS APPROVALS. Declarant during the Development Period, and the Association thereafter, may publish architectural restrictions, guidelines, and standards, which may be revised from time to time to reflect changes in technology, style, and taste (the “**Design Guidelines**”) The Design Guidelines, as adopted by the Declarant or the Association, as the case may be, shall be established by an instrument making reference to this Declaration, and executed by an authorized person for the Declarant or Association, as applicable, and recorded in the Official Public Records of Kaufmann County, Texas. Reasonable fees may be charged for the review and / or processing of architectural change applications by Declarant appointed or Board appointed Reviewers.”

(e) Article 5 is hereby modified and amended to add a new Section 5.8 thereunder to read in its entirety as follows:

“5.7 COMMERCIAL PLAN APPROVAL. Travis Ranch is located in the vicinity of that certain commercial tract of land described in a Declaration of Restrictive Covenants of the Official Public Records of Kaufman County, Texas (the “**Commercial Declaration**”), recorded for, among other things, the benefit of the Property. The Architectural Reviewer shall be the Approving Party for all purposes of the Commercial Declaration and any costs or expenses incurred in connection with the performance of the rights, duties and obligations of the Architectural Reviewer as the Approving Party under the Commercial Declaration shall be common expenses of the Association for all purposes hereunder.”

(f) The following is added as new additional language to the end of Section 6.4 of the Declaration:

"Pets shall be kept on a leash or otherwise confined inside a fenced area whenever outside the residence. PETS SHALL NOT BE ALLOWED TO ROAM, BARK OR HOWL. Pets shall be registered, licensed and inoculated as required by law and must be properly tagged for identification. ***It is the Owner's responsibility to keep the front of their Lot clean and free of pet debris and to pick up and properly dispose of their pet's waste wherever deposited.*** Notwithstanding anything contained herein to the contrary, the Board in its sole discretion and without incurring any further duty or obligation to owners and occupants within the Property may decide to take no action and refer complaining parties to the appropriate municipal or governmental authorities for handling and final disposition. Owners with Special Needs Animals should present sufficient proof identifying the animal as a legitimate special needs companion. Owners with verified and approved Special Needs Animals may be excluded from certain pet rules or regulations."

(g) Section 6.20.9 is hereby modified and amended to read in its entirety as follows:

"6.20.9 Mailboxes. Mailboxes shall be standardized throughout Travis Ranch and shall be constructed in accordance with the Design Guidelines. An address block shall be installed on the front facade of each residence. Unless otherwise permitted by applicable governmental authorities, mailboxes for Lots shall be cluster mailboxes of a standardized design approved in writing by the Architectural Reviewer prior to installation and shall conform to any applicable requirements of the city, county, the United States Postal Service or other applicable governmental authority, and shall be constructed in accordance with applicable Design Guidelines. If mailboxes other than cluster mailboxes are permitted to serve Lots in Travis Ranch, such mailboxes shall be of a uniform style and size approved by the Architectural Reviewer installed upon a 4x4 cedar mailbox pedestal shared by 2 Lots, with 2 mailboxes affixed to 1 pedestal.

"In the event that any cluster mailbox installed in Travis Ranch requires maintenance, replacement or repairs, such maintenance, replacement and/or repairs shall be performed by the Association and the costs and expenses incurred by the Association in connection therewith shall be charged on a pro rata basis (based on the total number of mailbox units within such cluster mailbox) as an Individual Assessment to the Owners with mailbox units within the cluster mailbox that has been maintained, repaired and/or replaced."

(h) Section 6.21.5 is hereby modified and amended to add the following at the end of such Section: "No lease of any home on a Lot shall be for a duration of less than twelve (12) months, and each Owner is required to provide a copy of such its lease to the Association prior to tenant's occupancy of the home on a Lot. In no event may homes located on more than ten (10) percent of the Lots within the Property be subject to leases notwithstanding, the Board of Directors may, at their sole discretion, adopt rules which may increase the maximum leases allowed, apply

“grandfather rules” or make exceptions for hardships or special circumstances on a case by case basis as the Board deems necessary and/or appropriate that may be allowed without affecting the maximum lease capacity set forth in this Declaration or by amendment of the Board.. ”

(i) Article 6 is hereby modified and amended to add the following as a new Section 6.22 and new Section 6.23 as follows:

“6.22 Drones and Unmanned Aircraft. Any Owner operating or using a drone or unmanned aircraft within the Property and related airspace must register such drone or unmanned aircraft with the Federal Aviation Administration (“FAA”), to the extent required under applicable FAA rules and regulations, and mark such drone or unmanned aircraft prominently with the serial number or registration number on the drone or unmanned aircraft for identification purposes. BY ACCEPTANCE OF TITLE TO ANY PORTION OF THE PROPERTY, EACH OWNER ACKNOWLEDGES THAT USE OF A DRONE OR UNMANNED AIRCRAFT TO TAKE IMAGES OF PRIVATE PROPERTY OR PERSONS WITHOUT CONSENT MAY BE A VIOLATION OF TEXAS LAW AND CLASS C MISDEMEANOR SUBJECT TO LEGAL ACTION AND FINES UP TO \$10,000. **IT IS YOUR RESPONSIBILITY TO KNOW AND COMPLY WITH ALL LAWS APPLICABLE TO YOUR DRONE AND/OR UNMANNED AIRCRAFT USE.**”

“6.23 Fireworks. Use of fireworks within the Property is discouraged for safety reasons notwithstanding, the Board shall have the right at its sole discretion, but not the obligation, to enforce violations against Owners who are caught or reported to be using fireworks in an unsafe or illegal manner. Such use of fireworks shall be subject to a monetary fine of up to \$1,000.00 for each violation. A sworn affidavit signed by a witness with legal capacity made under penalty of perjury attesting to the violation and specifying the date of and approximate time of such violation which is received by the Association shall be sufficient evidence of such violation. The Board of Directors, upon majority vote of the Board, shall have the right and authority to adjust rules with regard to firework usage and may amend, supplement, or rescind the rules regarding firework usage including prohibiting the use of fireworks anywhere within Travis Ranch. Said changes shall be recorded in a Board Resolution for memorialization.”

(j) Section 7.7 is hereby modified and amended to read in its entirety as follows:

“7.7 INDEMNIFICATION. No Declarant or managing agent of the Association, or their respective directors, officers, committee chairs, committee members, agents, members, employees, or representatives, or any member of the Board or the Architectural Reviewer or other officer, agent or representative of the Association (collectively, the “Leaders”), shall be personally liable for the debts, obligations or liabilities of the Association. The Leaders shall not be liable for any mistake of judgment, whether negligent or otherwise, except for their own individual willful misfeasance or malfeasance, misconduct, bad faith, intentional wrongful acts or as otherwise expressly provided in the Documents. The Leaders

shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and **THE ASSOCIATION INDEMNIFIES EVERY LEADER, AS A COMMON EXPENSE OF THE ASSOCIATION, AGAINST CLAIMS, EXPENSES, LOSS OR LIABILITIES (TO THE EXTENT NOT COVERED BY INSURANCE PROCEEDS) TO OTHERS BY ANY CONTRACT OR COMMITMENT, AND BY REASONS OF HAVING SERVED AS A LEADER, INCLUDING ATTORNEY'S FEES, REASONABLY INCURRED BY OR IMPOSED ON THE LEADER IN CONNECTION WITH ANY ACTION, CLAIM, SUIT, OR PROCEEDING TO WHICH THE LEADER IS A PARTY. A LEADER IS NOT LIABLE FOR A MISTAKE OF JUDGMENT, NEGLIGENT OR OTHERWISE. A LEADER IS LIABLE FOR HIS WILLFUL MISFEASANCE, MALFEASANCE, MISCONDUCT, OR BAD FAITH. THIS RIGHT TO INDEMNIFICATION DOES NOT EXCLUDE ANY OTHER RIGHTS TO WHICH PRESENT OR FORMER LEADERS MAY BE ENTITLED. THE ASSOCIATION MAY MAINTAIN GENERAL LIABILITY AND DIRECTORS' AND OFFICERS' LIABILITY INSURANCE TO FUND THIS OBLIGATION. ADDITIONALLY, THE ASSOCIATION MAY INDEMNIFY A PERSON WHO IS OR WAS AN EMPLOYEE, TRUSTEE, AGENT, OR ATTORNEY OF THE ASSOCIATION, AGAINST ANY CLAIM OR LIABILITY ASSERTED AGAINST HIM AND INCURRED BY HIM IN THAT CAPACITY AND ARISING OUT OF THAT CAPACITY. ADDITIONALLY, THE ASSOCIATION MAY INDEMNIFY A PERSON WHO IS OR WAS AN EMPLOYEE, TRUSTEE, AGENT, OR ATTORNEY OF THE ASSOCIATION, AGAINST ANY CLAIM OR LIABILITY ASSERTED AGAINST HIM AND INCURRED BY HIM IN THAT CAPACITY AND ARISING OUT OF THAT CAPACITY.** Any right to indemnification provided herein shall not be exclusive of any other rights to which a director, officer, agent, member, employee and/or representative, or former director, officer, agent, member, employee and/or representative, may be entitled. The Association shall have the right to purchase and maintain, as a Common Expense, directors', officers', and Architectural Reviewer or its members', insurance on behalf of any Person who is or was Leader against any liability asserted against any such Person and incurred by any such Person in such capacity as a director, officer, agent, member, employee and/or representative, or arising out of such Person's status as such. **SEPARATE AND APART FROM ANY OTHER WAIVER OF SUBROGATION IN THIS DECLARATION, THE ASSOCIATION WAIVES ANY AND ALL RIGHTS OF SUBROGATION WHATESOEVER IT MAY HAVE AGAINST DECLARANT REGARDLESS OF FORM, AND TO THE EXTENT ANY THIRD-PARTY MAKES A CLAIM, SUIT, OR CAUSE OF ACTION AGAINST DECLARANT FOR OR ON BEHALF OF THE ASSOCIATION BY WAY OF A SUBROGATION RIGHT, THE INDEMNITY PROVISIONS HEREIN APPLY TO ANY SUCH SUBROGATION CLAIM, SUIT, CAUSE OF ACTION, OR OTHERWISE."**

(k) Section 7.9 of the Declaration is hereby modified and amended to add the following as a new sentence at the end of such Section: "Nothing contained herein shall limit or deny the Association or its managing agent's right to collect from any owner the Association and/or managing agent's actual costs and expenses incurred related to services provided in connection with a transfer of interests in a Lot to such Owner."

(l) The second sentence of Section 8.3.1 of the Declaration is hereby modified and amended to read in its entirety as follows: "The increase will automatically become effective unless Owners representing at least a majority of the total allocated votes disapprove the increase by petition or at a meeting of the Association; provided however, no vote of the members is required for the first increase of any annual Regular Assessments in a calendar year provided such increase does not exceed fifty percent (50%) of the then annual Regular Assessments being charged."

(m) Section 8.3.2 is hereby modified to add the following as an additional sentence at the end of such Section: " Notwithstanding the foregoing, the Association may levy a Special Assessment on any Lot(s) for any unforeseen or extraordinary circumstances in an amount up to fifty percent (50%) of the then annual Regular Assessments applicable to such Lot(s) at least one time per calendar year based on deficiencies or shortfalls in the budget to cover such unforeseen or extraordinary circumstances, without the consent or joinder of any Members."

(n) Section 8.4.3 is hereby modified to add the following as an additional sentence at the end of such Section: "Without limiting the foregoing, the Association may levy as an Individual Assessment any fees charged by the Association or its managing agent for inspection services, processing of certified mail (fees for return receipt requested included), hearing requests, pool or gate keys or fob requests, or other expenses relate to facilitating requests or demands made by an Owner."

(o) Article 9 is hereby modified and amended to add the following as a new Section 9.7 thereunder:

"9.7 Credit Reporting. The Association or its managing agent may report any Owners delinquent in payment of assessments, late fees, transfer fees or other charges under this Declaration to any credit reporting agency."

(p) Section 13.1 is hereby modified and amended to add the following as a new Section 13.1. thereunder:

"13.1.3 Additional Requirements. The insurance policies required under this Article 13 or otherwise will provide for blanket waivers of subrogation for the benefit of Declarant, shall provide primary coverage, not secondary, and provide first dollar coverage. Additionally, the insurance policies under this Article 13 shall provide that Declarant shall receive thirty (30) days written notice prior to cancellation of the policy and that Declarant shall be permitted to pay any premiums to keep the Association's insurance policies in full force and effect. The Association shall cause Declarant to be named as an additional insured on all insurance required under this Article 13 or as otherwise set forth herein. **In addition to the other indemnities herein and without limitation, if the Association fails to name Declarant as an additional insured as set forth herein, the Association shall hold harmless, defend and indemnify Declarant for any loss, claim, damage and/or lawsuit suffered by Declarant for the Association's failure described herein.** To the extent of any conflict between this paragraph and a provision in Article 13 or otherwise as it relates to insurance for Common Areas, this paragraph shall control."

(q) Article 16 of the Declaration is hereby deleted in its entirety and replaced with the following:

“ARTICLE 16

“DISPUTE RESOLUTION.

“16.1 Agreement to Encourage Resolution of Disputes without Litigation.

“16.1.1 Bound Parties. Declarant, the Association and its officers, directors, and committee members, Owners, Residents, and all other parties subject to this Declaration (“**Bound Party**”, or collectively, the “**Bound Parties**”), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Property without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file suit in any court with respect to a Claim described in Section 16.2, unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in Section 16.2 in a good faith effort to resolve such Claim.

“16.1.2 Claim(s). As used in this Article 16, the term “Claim” or “Claims” will refer to any claim, grievance or dispute arising out of or relating to:

“(A) Claims relating to the rights and/or duties of Declarant, the Association or an Owner under the Restrictions; or

“(B) Claims relating to the design or construction of Improvements on the Common Areas or Lots, other than matters of aesthetic judgment under Article 9, which will not be subject to review.

“16.1.3 Not Considered Claims. The following will not be considered “Claims” for purposes of this Article 16 unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 16.2:

“(A) any legal proceeding by the Association to collect assessments or other amounts due from any Owner;

“(B) any legal proceeding by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association’s ability to enforce the provisions of this Restrictions;

“(C) any legal proceeding which does not include Declarant or the Association as a party, if such action asserts a Claim which would constitute a cause of action independent of the Restrictions; and

“(D) any action by the Association to enforce the Restrictions.

“16.2 Claims Regarding Common Areas.

“16.2.1 Claim by the Association – Common Areas. The Association does not have the power or right to institute, defend, intervene in, settle, or compromise litigation or administrative proceedings: (i) in the name of or on behalf of any Owner (whether one or more); or (ii) pertaining to a Claim, as defined in Section 16.1.2 above, relating to the design or construction of a residence (whether one or more). In the event the Association or an Owner asserts a Claim related to the Common Area, as a precondition to providing the Notice defined in

Section 16.3, initiating the mandatory dispute resolution procedures set forth in this Article 16, or taking any other action to prosecute a Claim related to the Common Areas, the Association or an Owner, as applicable, must:

“(A) Independent Report on the Condition of the Common Areas. Obtain an independent third-party report (the “Common Area Report”) from a licensed professional engineer in the same area of engineering practice of which the engineer is qualified which: (A) identifies the Common Areas subject to the Claim including the present physical condition of the Common Areas; (B) describes any modification, maintenance, or repairs to the Common Areas performed by the Owner(s) and/or the Association; (C) provides specific and detailed recommendations regarding remediation and/or repair of the Common Areas subject to the Claim. For the purposes of this Section, an independent third-party report is a report obtained directly by the Association or an Owner and paid for by the Association or an Owner, as applicable, and not prepared by a person employed by or otherwise affiliated with the attorney or law firm that represents or will represent the Association or an Owner in the Claim. As a precondition to providing the Notice described in Section 16.3, the Association or Owner must provide at least ten (10) days prior written notice of the inspection to each party subject to a Claim which notice shall identify the independent third-party engaged to prepare the Common Area Report, the specific Common Areas to be inspected, and the date and time the inspection will occur. Each party subject to a Claim may attend the inspection, personally or through an agent. Upon completion, the Common Area Report shall be provided to each party subject to a claim. In addition, before providing the Notice described in Section 16.3, the Association or the Owner, as applicable, shall have permitted each party subject to a Claim the right, for a period of ninety (90) days, to inspect and correct, any condition identified in the Common Area Report.

“(B) Owner Meeting and Approval. Obtain approval from Members holding eighty five percent (85%) of the votes in the Association to provide the Notice described in Section 16.3, initiate the mandatory dispute resolution procedures set forth in this Article 16, or take any other action to prosecute a Claim, which approval from Members must be obtained at a special meeting of Members called in accordance with the Bylaws. The notice of meeting required hereunder will be provided pursuant to the Bylaws but the notice must also include: (A) the nature of the Claim, the relief sought, the anticipated duration of prosecuting the Claim, and the likelihood of success; (B) a copy of the Common Area Report; (C) a copy of any proposed engagement letter, with the terms of such engagement between the Association and an attorney to be engaged by the Association to assert or provide assistance with the claim (the “Engagement Letter”); (D) a description of the attorney fees, consultant fees, expert witness fees, and court costs, whether incurred by the Association directly or for which it may be liable if it is not the prevailing party or that the Association will be required, pursuant to the Engagement Letter or otherwise, to pay if the Association elects to not to proceed with the Claim; (E) a summary of the steps previously taken, and proposed to be taken, to resolve the Claim; (F) an estimate of the impact on the value of each Lot and Improvements if the Claim is prosecuted and an estimate of the impact on the value of each Lot and Improvements after resolution of the Claim; (G) an estimate of the impact on the marketability of each Lot and Improvements if the Claim is prosecuted and during prosecution of the Claim, and an estimate of the impact on the value of each Lot and Improvements during and after resolution of the Claim; (H) the manner in which the Association proposes to fund the cost of prosecuting the Claim; and (I) the impact on the finances of the Association, including the impact on present and projected reserves, in the event the Association is not the prevailing party. The notice required by this paragraph must be prepared and signed by a person other than, and not

employed by or otherwise affiliated with, the attorney or law firm that represents or will represent the Association or Owner, as applicable, in the Claim. If the Claim is prosecuted by the Association, in the event Members approve providing the Notice described in Section 16.3, or taking any other action to prosecute a Claim, the Members holding a Majority of the votes in the Association, at a special meeting called in accordance with the Bylaws, may elect to discontinue prosecution or pursuit of the Claim.

“(C) Prohibition on Contingency Fee Contracts. The Association may not engage or contract with any attorney, law firm, consultant, expert or advisor on a contingency fee basis, in whole or in part, to assist in the prosecution of a Claim.

“16.3 Notice.

“16.3.1 Notice Requirements for All Claims. The Bound Party asserting a Claim (“Claimant”) against another Bound Party (“Respondent”) must notify the Respondent in writing of the Claim (the “Notice”), stating plainly and concisely: (A) the nature of the Claim, including date, time, location, persons involved, and Respondent’s role in the Claim; (B) the basis of the Claim (i.e., the provision of the Restrictions or other authority out of which the Claim arises); (C) what Claimant wants Respondent to do or not do to resolve the Claim; and (D) that the Notice is given pursuant to this Section. All Bound Parties agree that the provisions of Chapter 27 of the Texas Property Code shall control any Claim, and they expressly adopt and incorporate the terms of Chapter 27 of the Texas Property Code as is full set forth herein. If the Claimant is the Association, prior to proceeding with negotiations under Section 16.4, the Association shall fully comply with provisions of Chapter 27 of the Texas Property Code, but for all other Claims, the time period for negotiation in Section 16.4 below, is equivalent to the sixty (60) day period under Section 27.004 of the Texas Property Code. If a Claim is subject to Chapter 27 of the Texas Property Code, the Claimant and Respondent are advised, in addition to compliance with Section 16.4, to comply with the terms and provisions of Section 27.004 during such sixty (60) day period. Section 16.4 does not modify or extend the time period set forth in Section 27.004 of the Texas Property Code. Failure to comply with the time periods or actions specified in Section 27.004 shall not affect a Claim and the Respondent shall have all rights and remedies under Chapter 27 of the Texas Property Code. The one hundred and twenty (120) day period for mediation set forth in Section 16.5 below is intended to provide the Claimant and Respondent with sufficient time to resolve the Claim in the event resolution is not accomplished during negotiation. If the Claim is not resolved during negotiation, mediation pursuant to Section 16.5 is required without regard to the monetary amount of the Claim.

“16.3.2 Special Notice for Association. If the Claimant is the Association, the Notice will also include: (A) a true and correct copy of the Common Area Report; (B) a copy of the Engagement Letter; (C) copies of all reports, studies, analyses, and recommendations obtained by the Association related to the Common Area which forms the basis of the Claim; (D) a true and correct copy of the special meeting notice provided to Members in accordance with Section 16.2.1(B) above; and (E) and reasonable and credible evidence confirming that Members holding eighty-five percent (85%) of the votes in the Association approved providing the Notice. If the Claimant is the Association, providing the information identified in this Section 16.3.2 is a condition precedent to the assertion of any Claim. Should the Association fail to provide the information required by this Section 16.3.2 to the Respondent, the Respondent shall be entitled to a temporary injunction enjoining the prosecution of the Claim until such time as the Association provides the information required by this Section 16.3.2. Furthermore, should the Association fail

to provide information required by this Section 16.3.2 within one-hundred twenty (120) days after making a demand on the Respondent, the Association's Claim shall be dismissed with prejudice, and the Respondent may take such actions in law or in equity to confirm such dismissal.

"16.4 Negotiation. Claimant and Respondent will make every reasonable effort to meet in person to resolve the Claim by good faith negotiation. At any time during the negotiation period, if the Respondent is the Declarant, the Declarant may make repairs to the Common Areas, and the Area of Common Responsibility to prevent further damage to any of these areas, the structures, or residences, whether or not such repairs would inhibit or prohibit Claimant from securing evidence of resulting damage. Within 60 days after Respondent's receipt of the Notice, Respondent and Claimant will meet at a mutually acceptable place and time to discuss the Claim. If the Claim involves all or any portion of the Property, then at such meeting or at some other mutually-agreeable time, Respondent and Respondent's representatives will have full access to the Property that is subject to the Claim for the purposes of inspecting the Property. If Respondent elects to take corrective action, Claimant will provide Respondent and Respondent's representatives and agents with full access to the Property to take and complete corrective action. The Board may establish a committee comprised of three (3) Members appointed by the Board to aid in the negotiation and resolution of any Claims (the "Ombudsperson Committee") during this sixty (60) day period, and the Board may adopt Rules requiring any Claims be first heard by such Ombudsperson Committee.

"16.5 Mediation. If the parties negotiate, but do not resolve the Claim through negotiation within one-hundred twenty (120) days from the date of the Notice (or within such other period as may be agreed on by the parties), Claimant will have thirty (30) additional days within which to submit the Claim to mediation under the auspices of a mediation center or individual mediator on which the parties mutually agree. The mediator must have at least five (5) years of experience serving as a mediator and must have technical knowledge or expertise appropriate to the subject matter of the Claim. If Claimant does not submit the Claim to mediation within the 30-day period, Respondent will submit the Claim to mediation in accordance with this Section 16.5.

"16.6 Termination of Mediation. If the Parties do not settle the Claim within thirty (30) days after submission to mediation, or within a time deemed reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the Parties are at an impasse and the date that mediation was terminated. Thereafter, if the Association is the Claimant, it shall provide a report of the mediation to the Members of the Association, which such report shall provide the last best offer made by the Respondent, the last best offer by the Association, and the reason the Association did not accept the offer made by the Respondent. After such report is provided to the Members, the Board shall call a special meeting of the Members, at which special meeting the Members shall vote on whether to accept the last, best offer by the Respondent. If a Majority of the Members in attendance at the special meeting vote to accept the Respondent's last, best offer, the Board shall accept the Respondent's last, best offer and shall dismiss the Claim. Claimant may file suit or initiate arbitration proceedings on the Claim, as appropriate and permitted by this Article 16.

"16.7 Binding Arbitration-Claims. All Claims must be settled by binding arbitration. Claimant or Respondent may, by summary proceedings (e.g., a plea in abatement or motion to stay further proceedings), bring an action in court to compel arbitration of any Claim not referred to arbitration as required by this Section 16.7.

“16.7.1 Governing Rules. If a Claim has not been resolved after Mediation as required by Section 16.5, the Claim will be resolved by binding arbitration in accordance with the terms of this Section 16.7 and the rules and procedures of the American Arbitration Association (“AAA”) or, if the AAA is unable or unwilling to act as the arbitrator, then the arbitration shall be conducted by another neutral reputable arbitration service selected by Respondent. Regardless of what entity or person is acting as the arbitrator, the arbitration shall be conducted in accordance with the AAA’s “Construction Industry Dispute Resolution Procedures” and, if they apply to the disagreement, the rules contained in the Supplementary Procedures for Consumer-Related Disputes. If such Rules have changed or been renamed by the time a disagreement arises, then the successor rules will apply. Also, despite the choice of rules governing the arbitration of any Claim, if the AAA has, by the time of Claim, identified different rules that would specifically apply to the Claim, then those rules will apply instead of the rules identified above. In the event of any inconsistency between any such applicable rules and this Section 16.7, this Section 16.7 will control. Judgment upon the award rendered by the arbitrator shall be binding and not subject to appeal, but may be reduced to judgment in any court having jurisdiction. Notwithstanding any provision to the contrary or any applicable rules for arbitration, any arbitration with respect to Claims arising hereunder shall be conducted by a panel of three (3) arbitrators, to be chosen as follows:

“16.7.2 Exceptions to Arbitration; Preservation of Remedies. No provision of, nor the exercise of any rights under, this Section 16.7 will limit the right of Claimant or Respondent, and Claimant and the Respondent will have the right during any Claim, to seek, use, and employ ancillary or preliminary remedies, judicial or otherwise, for the purposes of realizing upon, preserving, or protecting upon any property, real or personal, that is involved in a Claim, including, without limitation, rights and remedies relating to: (A) exercising self-help remedies (including set-off rights); or (B) obtaining provisions or ancillary remedies such as injunctive relief, sequestration, attachment, garnishment, or the appointment of a receiver from a court having jurisdiction before, during, or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of any party to submit the Claim to arbitration nor render inapplicable the compulsory arbitration provisions hereof.

“16.7.3 Statute of Limitations. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding under this Section 16.7, and to the fullest extent allowed under law, any action, lawsuit and/or claim whatsoever initiated by the Association or its assigns, regardless of form, that arises from or relates to this Declaration, the Property, the Subdivision, the Townhomes, the residence, the improvements or otherwise is barred unless it is brought not later than two (2) years and one (1) day from the date the cause of action accrues.

“16.7.4 Scope of Award; Modification or Vacation of Award. The arbitrator shall resolve all Claims in accordance with the applicable substantive law except as provided by this Section. The arbitrator may grant any remedy or relief that the arbitrator deem just and equitable and within the scope of this Section 16.7 but subject to Section 16.8 below (attorney’s fees and costs may not be awarded); provided, however, that for a Claim, or any portion of a Claim governed by Chapter 27 of the Texas Property Code, or any successor statute, in no event shall the arbitrator award damages which exceed the damages a Claimant would be entitled to under Chapter 27 of the Texas Property Code. In all arbitration proceedings the arbitrator shall make specific, written findings of fact and conclusions of law. In all arbitration proceedings the parties shall have

the right to seek vacation or modification of any award that is based in whole, or in part, on (A) factual findings that have no legally or factually sufficient evidence, as those terms are defined in Texas law; (B) conclusions of law that are erroneous; (C) an error of federal or state law; or (D) a cause of action or remedy not expressly provided under existing state or federal law or otherwise in accordance with the terms and conditions of this Declaration. In no event may an arbitrator award speculative, consequential, special, indirect, lost profit or punitive damages for any Claim. Notwithstanding anything else contained in this Declaration, no Claimant shall be entitled to an award in connection with a Claim related to or arising in connection with a violation of Applicable Law, and the arbitrator shall not provide an award, unless the arbitrator determines that such Claim was due to a material violation of any Applicable Law and that such material violation of Applicable Law creates an imminent threat to health and safety.

“16.7.5 Other Matters. To the maximum extent practicable, an arbitration proceeding hereunder shall be concluded within one hundred and eighty (180) days of the filing of the Claim for arbitration by notice from either party to the other. Arbitration proceedings hereunder shall be conducted in the county where the Property is located. The arbitrator shall be empowered to impose sanctions and to take such other actions as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the Texas Rules of Civil Procedure and applicable law. The arbitrator shall have the power to award recovery of all costs and fees, subject to the limitations in Section 16.7. Each party agrees to keep all Claims and arbitration proceedings strictly confidential, except for disclosures of information required in the ordinary course of business of the parties or by applicable law or regulation. In no event shall any party discuss with the news media or grant any interviews with the news media regarding a Claim or issue any press release regarding any Claim without the written consent of the other parties to the Claim.

“16.8 Allocation of Costs. Notwithstanding any provision in this Declaration to the contrary, each Party bears all of its own costs incurred prior to and during the proceedings described in the Notice, Negotiation, Mediation, and Arbitration sections above, including its attorney’s fees. For avoidance of doubt, the prevailing party in any Arbitration shall not recover any attorneys’ fees, expenses, or costs. Respondent and Claimant will equally divide all expenses and fees charged by the mediator and arbitrator.

“16.9 General Provisions. A release or discharge of Respondent from liability to Claimant on account of the Claim does not release Respondent from liability to persons who are not party to Claimant’s Claim.

“16.10 Period of Limitation.

“16.10.1 For Actions by an Owner. The exclusive period of limitation for any of the Parties to bring any Claim, including, but not limited to, a Claim related to the design or construction of improvements on the Common Areas or Lots, shall be no later than two (2) years and one (1) day from the date that the Owner discovered or reasonably should have discovered evidence of the Claim.

“16.10.2 For Actions by the Association. The exclusive period of limitation for the Association to bring any Claim, including, but not limited to, a Claim related to the design or construction of improvements on the Common Areas or Lots, shall be no later than two (2) years and one (1) day from the date that the Association or its agents discovered or reasonably should have discovered evidence of the Claim.

“16.11 Approval & Settlement. The Association must levy a Special Assessment to fund the estimated costs of arbitration, including estimated attorney’s fees, conducted pursuant to this Article 16 or any judicial action initiated by the Association. The Association may not use its annual operating income or reserve funds or savings to fund arbitration or litigation, unless the Association’s annual budget or a savings account was established and funded from its inception as an arbitration and litigation reserve fund.

“16.12 LIMITATION ON DAMAGES. NOTWITHSTANDING ANY PROVISION CONTAINED IN THIS DECLARATION OR ANY OF THE ASSOCIATION DOCUMENTS TO THE CONTRARY, IN NO EVENT SHALL DECLARANT OR THE ASSOCIATION BE LIABLE FOR SPECULATIVE, CONSEQUENTIAL, SPECIAL, INDIRECT, LOST PROFIT OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM, EVEN IF DUE TO THE NEGLIGENCE OF DECLARANT OR THE ASSOCIATION.”

(r) Section B.1.4.b. of Appendix B of the Declaration is hereby modified and amended as follows:

“b. “**Declarant Control Period**” means that period of time during which Declarant controls the operation of the Association. The duration of the Declarant Control Period will be from the date this Declaration is recorded for a maximum period not to exceed the earliest of:

“ (1) the expiration of the Development Period; or

“ (2) When, in Declarant's sole opinion, the Association is viable, self-supporting, and operational, as evidenced by a written statement signed by Declarant and recorded in the Real Property Records Kaufman County, Texas;

“provided, however, that on or before the 120th day after the date 75 percent of Maximum Number of Lots (as defined below) have been created and made subject to the Declaration are conveyed to owners other than Declarant or a Builder, at least one-third (1/3) of the board members of the Association must be elected by owners other than the Declarant. For purposes of the Declaration and this Section B.1.4.b of Appendix B, the “**Maximum Number of Lots**” shall mean 3,200± Lots that may be developed within the Property, as may be expanded pursuant to the terms hereof and/or under the Declaration.”

(s) Section B.3.14 of Appendix B is hereby modified to add the following as an additional sentence at the end of such Section: “Builders shall notify the Declarant and the Association at least ten (10) days in advance of any special sales or promotional events. No use of Common Area is permitted by any Builder for marketing or sales purposes within the express prior written consent of Declarant or the Board of the Association.”

(t) Notwithstanding anything to the contrary contained in the Declaration, the Bylaws or any other Documents, during the Declarant Control Period, the Board of Directors of the Association may not modify, amend, or terminate any contract entered into by the Association with third party vendors establishing routine landscaping, pool maintenance, property management

contracts, utility service, porter service, security services or other routine service contracts for the Subdivision without the prior written consent of the Declarant. The Declarant reserves the right to initiate certain contracts on behalf of the Association for services when in the opinion of the Declarant such services are beneficial or necessary to help ensure the continued orderly buildout of the development and operation of the Association.”

(u) Notwithstanding anything to the contrary contained in the Declaration, the Bylaws or any other Documents, the Board of Directors during the Declarant Control Period may include no more than three (3) directors, who shall be appointed by the Declarant in accordance with the Declaration and the Bylaws; provided, however, at any time during the Declarant Control Period, and without relinquishing any rights of Declarant during the Declarant Control Period, Declarant may elect to call a meeting of the Members for the purpose of allowing the non-Declarant Members present at such meeting to vote to elect one (1) individual to serve as one of the three (3) directors on the Board of the Association. The director elected by the non-Declarant Members during the Declarant Control Period to serve on the Board, if any, shall serve for a term of two (2) years. An elected Owner may serve no more than two (2) consecutive terms during the Declarant Control Period without the express written consent of the Declarant and must wait at least one (1) year prior to running for re-election. Directors appointed by Declarant shall not have a set term and shall serve at the sole desire and discretion of the Declarant. After the Declarant Control Period, terms and number of Directors shall be as set forth in Section 2.1 of the Bylaws of the Association.”

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 liability company

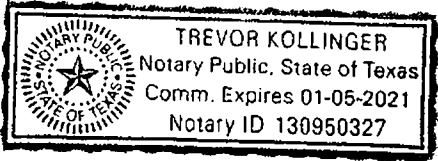
By: CTMGT, LLC,
A Texas limited liability company,
Authorized Member

By: Mehrdad Moayed
Mehrdad Moayed, Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayed, Manager, CTMGT, LLC, a Texas limited liability company, 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 s/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 day of April, 2019.



T. Kollinger
Notary Public in and for the State of Texas
My Commission Expires: 01-05-2021