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Submitter: SIMPLIFILE

Electronically Recorded by Tarrant County Clerk in Official Public Records Mary Jourse Garcia Mary Louise Garcia

SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MIRA LAGOS

STATE OF TEXAS

§ § §

COUNTIES OF TARRANT AND DALLAS

THIS SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MIRA LAGOS (this "Amendment") is made effective as of this 30 day of 17021 , 2015, by MIRA LAGOS DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership ("Declarant").

WITNESSETH:

WHEREAS, Mira Lagos Homeowners Association, Inc., a Texas nonprofit corporation ("Association") is governed by that certain Declaration of Covenants, Conditions and Restrictions for Mira Lagos recorded on October 29, 2002 as Document #D202307561 of the Official Public Records of Real Property of Tarrant County, Texas, as amended by the following documents: (1) that certain Declaration of Annexation to Declaration of Covenants, Conditions and Restrictions for Mira Lagos recorded on April 30, 2004 as Document #D204131697 of the Official Public Records of Real Property of Tarrant County, Texas; (2) that certain Second Declaration of Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Mira Lagos recorded on July 7, 2004 as Document #D204210300 of the Official Public Records of Real Property of Tarrant County, Texas; (3) that certain Third Declaration of Annexation and Amendment to Declaration of Covenants, Conditions and Restrictions for Mira Lagos recorded on December 30, 2005 as Document #D205388318 of the Official Public Records of Real Property of Tarrant County, Texas; (4) that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Mira Lagos recorded October 17, 2006 as Document #D206324519 of the Official Public Records of Real Property of Tarrant County, Texas; and (5) that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Mira Lagos recorded January 27, 2015 as Document #D215017060 of the Official Public Records of Real Property of Tarrant County, Texas (collectively, as may be further amended and supplemented, the "Declaration");

WHEREAS, Article VIII, Section 8.2 of the Declaration states that the Declaration may be amended by an amendment that is signed by a duly authorized representative of the Declarant or the Association certifying that such amendment has been approved by Declarant and by Owners (or on behalf of Owners) constituting at least 66-2/3% of the outstanding votes of the Class A Members of the Association; and

WHEREAS, the Declarant wishes to amend the Declaration in accordance with the terms hereof.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article III, Section 3.12 is hereby added to read as follows:

Section 3.12 Working Capital Fund. Notwithstanding anything herein to the contrary, upon the transfer of a Lot (including both transfers from Declarant to the initial Owner, and transfers from one Owner to a subsequent Owner, but expressly excluding a transfer from the Declarant to a builder who does not intend to reside on the Lot), a working capital fee in an amount equal to \$200.00 per Lot will be paid by the transferee of the Lot to the Association for the Association's working capital fund. Before the Conversion Date, Declarant shall have the right to modify any working capital fund assessment payable on the transfer of a Lot. After the Conversion Date, the Board shall have the right to modify any working capital fund assessment payable on the transfer of a Lot. Each working capital contribution will be collected from the transferee of a Lot upon the conveyance of the Lot from one Owner (including Declarant) to another (expressly including any re-conveyances of the Lot upon resale or transfer thereof). Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital contribution: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more coowners, or to the Owner's spouse, child, or parent; or (iv) a transfer by the Declarant to a builder who does not intend to reside on the Lot. Contributions to the fund are not advance payments of assessments and are not refundable.

- 2. All capitalized terms undefined in this Amendment shall have the same meanings herein as are prescribed to them in the Declaration.
- 3. In the event of any inconsistency, the terms and provisions of this Amendment shall control over and modify the terms and provisions of the Declaration. Except as specifically amended by the provisions hereof, the terms and provisions stated in the Declaration shall continue to govern the rights and obligations of the parties thereunder, and all provisions and covenants in the Declaration, as amended hereby, shall remain in full force and effect and are hereby ratified and confirmed, and shall be construed along with this Amendment as one instrument.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be executed as of the date set forth above.

DECLARANT:

MIRA LAGOS DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership

By: Hanover Services Group, Inc., a Texas corporation, its General Partner

> By: WALTER DAMON Title: UICE - PRESIDENT

STATE OF TEXAS §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this 30th day of April, 2015 personally appeared Walter Daman, Vice Wesidad of Hanover Services Group, Inc., a Texas corporation, General Partner of MIRA LAGOS DEVELOPMENT LIMITED PARTNERSHIP, a Texas limited partnership, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein contained and in the capacity therein stated.

Sandi R. Pustejovsky
Notary Public,
State of Texas
Expires:1-30-2019