

**THIRD AMENDMENT
TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR CRAWFORD FARMS**

This THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAVER CREEK (this “**Amendment**”) is made this 8 day of February, 2018 by CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation (the “**Association**”).

WHEREAS, the Association is governed by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Crawford Farms recorded on July 17, 2003 as Instrument #D203259006 of the Real Property Records of Tarrant County, Texas, as amended by the following documents, all of which are recorded in the Real Property Records of Tarrant County, Texas: (1) that certain First Amendment recorded on September 1, 2005 as Instrument #D205260399; and (2) that certain Second Amendment recorded on January 22, 2010 as Instrument #D210015596 (collectively, and as may be further amended or supplemented, the “**Declaration**”);

WHEREAS, pursuant to Section 8.2 of the Declaration, the Association may amend the Declaration by receiving the requisite vote of its Members, and the Association has so obtained such affirmative vote; and

WHEREAS, the Association desires amend the Declaration as detailed herein.

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

1. Terms used, but not defined, herein shall have the meanings assigned to such terms by the Declaration.

2. Section 3.12 is hereby added to the Declaration to provide as follows:

Section 3.12 Fees. Upon any transfer of a Lot, the buyer will pay to the Association a working capital assessment in the amount of \$150.00 and an assessment in the amount of \$150.00 to build the Association’s reserve fund. The working capital assessment and reserve fund assessment will be in addition to, not in lieu of, any other assessments levied in accordance with this Declaration and will not be considered an advance payment of such assessments. The working capital assessment and reserve fund assessment hereunder will be due and payable to the Association immediately upon each transfer of title to the Lot as described above. The Declarant has the power to waive the payment of any working capital assessment or reserve fund assessment attributable to a Lot. Working capital assessments and reserve fund assessments, shall be a charge on each Lot, and if unpaid, such assessments together with interest, costs and reasonable attorneys’ fees expended in collection thereof, shall constitute a continuing lien upon the Lot against which each such unpaid assessment is made. Failure to pay either the

working capital assessment or reserve fund assessment may be collected by the Association as an assessment under this Declaration.

3. In the event of any conflict or inconsistency between the terms and provisions contained in this Amendment and those set forth in the Declaration, this Amendment shall control. The Association hereby ratifies and affirms the Declaration, as amended hereby, and declares the same to be in full force and effect.

[SIGNATURE PAGE(S) TO FOLLOW]

EXECUTED as of the date first set forth above.

DECLARANT:

CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC.,
a Texas nonprofit corporation

By: *Richard Gatewood*
Name: RICHARD GATEWOOD
Title: PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF Tarrant §

On this 8 day of February, 2018, before me, the undersigned notary public, personally appeared Richard Gatewood President of CRAWFORD FARMS HOMEOWNERS ASSOCIATION, INC., a Texas nonprofit corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she or he executed the same for the purposes and consideration set forth therein.

[Signature]
Notary Public

