

THIRD AMENDMENT OF FAIRWAYS OF BLACKHAWK  
MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

2:42 PM 3840

17.00 RE  
2 3 04/1977

This THIRD AMENDMENT OF FAIRWAYS OF BLACKHAWK MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on the date hereinafter set forth by FAIRWAYS OF BLACKHAWK, LIMITED PARTNERSHIP, an Ohio Limited Partnership and is as follows:

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5.00 RE  
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WITNESSETH:

2:42 PM 3840

1.00 RE  
2 3 04/1977

75.74-CHK

Reference is made to that certain FAIRWAYS OF BLACKHAWK MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, executed by FAIRWAYS OF BLACKHAWK, LIMITED PARTNERSHIP, an Ohio Limited Partnership, being hereinafter referred to as "DECLARANT," dated November 6, 1992, recorded in Volume 11813, Page 0056, Real Property Records of Travis County, Texas, that certain SUPPLEMENTAL DECLARATION TO FAIRWAYS OF BLACKHAWK COVENANTS, CONDITIONS AND RESTRICTIONS, dated November 6, 1992 and recorded in Volume 11813, Page 0085 of the Real Property Records of Travis County, Texas, that certain FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FAIRWAYS OF BLACKHAWK SUBDIVISION dated April 15, 1993 and recorded in Volume 11939, Page 0992 of the Real Property Records of Travis County, Texas, that certain AMENDMENT TO MASTER DECLARATION dated August 16, 1993 and recorded in Volume 12032, Page 1108 of the Real Property Records of Travis County, Texas and that certain SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRWAYS OF BLACKHAWK SUBDIVISION dated September 13, 1993 and recorded in Volume 12032, Page 1113 of the Real Property Records of Travis County, Texas, being collectively hereinafter referred to as "EXISTING DECLARATION."

WHEREAS, pursuant to Section 9.3(A) of the EXISTING DECLARATION, the EXISTING DECLARATION may be amended by the Declarant acting alone until November 10, 2002, or until Declarant no longer holds a majority of votes in the Master Association, which ever occurs last; and

WHEREAS, the Declarant still holds a majority of votes in the Master Association; and

WHEREAS, the Declarant desires to amend the EXISTING DECLARATION to add a provision requiring payment of initial Assessments.

NOW, THEREFORE, in consideration of the premises above, the said EXISTING DECLARATION is hereby amended as follows:

I.

Article VII of the EXISTING DECLARATION is hereby amended in its entirety to read as follows:

"ARTICLE VII  
FUNDS AND ASSESSMENTS

7.1 Assessments.

- (A) Assessments established by the Board pursuant to the provisions of this Article VII shall be levied on a uniform basis against each Lot within the Property.
- (B) Each unpaid Assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be the personal obligation of the Owner of the Property against which the Assessment fell due, and shall become a lien against each such Lot and all Improvements thereon. Such lien shall be prior to any declaration of homestead. The Master Association may enforce payment of such Assessments in accordance with the provisions of this Article.
- (C) Where the obligation to pay an Assessment first arises after the commencement of the year or other period for which the Assessment was levied, the Assessment shall be prorated as of the date when said obligation first arose to the duration of the Assessment year or other period remaining after said date.

7.2 Maintenance Fund. The Board shall establish a maintenance fund into which shall be deposited all monies paid to the Master Association and from which disbursements shall be made in performing the functions of the Master Association under this Master Declaration. The funds of the Master Association must be used solely for purposes authorized by this Declaration, as it may from time to time be amended. Nothing contained herein shall limit, preclude or impair the establishment of other maintenance funds by a Subassociation pursuant to any supplemental Declaration.

7.3 Regular Annual Assessments. Prior to the beginning of each fiscal year, the Board shall estimate the expenses to be incurred by the Master Association during such year in performing its functions under the Fairways of Blackhawk Restrictions, including but not limited to, the cost of all maintenance, the cost of providing street lighting, the cost of enforcing the Fairways of Blackhawk Restrictions, and a reasonable provision for contingencies and appropriate replacement reserves less any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses shall then be levied as herein provided, and the level of Assessments set by the Board shall be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Master Association may at any time, and from time to time, levy further Assessments in the same manner as aforesaid. All such regular Assessments shall be due and payable to the Master Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion. Notwithstanding the foregoing, as to any residential structure financed by a mortgage insured by the VA or FHA, the maximum annual assessment per Lot for the calendar year 1993 shall be Two Hundred Sixty Four and No/100 Dollars (\$264.00), which maximum assessment shall thereafter be increased by the sum of five percent (5%) per year.

7.4 Special Assessments. In addition to the regular annual Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the mandatory functions of the Master Association under the Fairways of Blackhawk Restrictions. The amount of any special Assessments shall be at the reasonable discretion of the Board. In no event shall the total special assessment per Lot during the year 1993 exceed the sum of \$100.00. Thereafter, the maximum special assessment permitted hereunder shall increase by the sum of five percent (5%) per year.

7.5 Initial Assessments. In addition to the regular annual and special Assessments provided for above in Sections 7.3 and 7.4, a one-time initial Assessment shall be due and payable to the Master Association immediately upon the conveyance of any Lot to a new Owner. Such initial Assessment shall be the obligation of the new Owner and shall be equal to eighty percent (80%) of one full year's regular annual Assessment for each such Lot, based on the most current regular annual Assessment approved by the Board. However, in no event shall the initial Assessment be less than \$240.00 per Lot.

7.6 Owner's Personal Obligation for Payment of Assessments. The regular, special and initial Assessments provided for herein shall be the personal and individual debt of the Owner of the Lot covered by such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Lot shall be obligated to pay interest at the highest rate allowed by the VA or FHA for interest on delinquent assessments, but in no event higher than any applicable usury laws then in effect on the amount of the Assessment from the due date thereof (or if there is no such highest rate then at the rate of eighteen percent (18%) per annum) together with all costs and expenses of collection, including reasonable attorneys fees.

7.7 Exemptions: Notwithstanding any provision herein to the contrary, all common area and Association property shall be exempt from the payment of any assessments, whether regular, special or initial.

7.8 Assessment Lien and Foreclosure. All sums assessed in the manner provided in this Article but unpaid, shall together with interest as provided in Section 7.6 hereof and the cost of collection, including attorney's fees as herein provided, thereupon become a continuing lien and charge on the Lot covered by such Assessment, which shall bind such Lot in the hands of the Owner, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien shall be prior to any declaration of homestead and superior to all other liens and charges against the said Lot, except only for:

- (A) All liens for taxes or special assessments levied by the applicable city, county or state government, or any political subdivision or special district thereof;
- (B) All liens secured by amounts due or to become due under (i) any term Contract for Sale dated, or (ii) any mortgage vendor's lien or deed of trust filed for record prior to the date any Assessment became due and payable; and
- (C) All liens including, but not limited to, vendor's liens, deeds of trust and other security agreements which secure any loan made by any lender to a Member for any part of the purchase price of any Lot when the same are purchased from a builder, or for any part of the cost of constructing, repairing, adding to or remodeling any Improvements utilized for residential purposes.



ACKNOWLEDGEMENT

STATE OF OHIO

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COUNTY OF Hamilton

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The foregoing instrument was acknowledged before me this 3rd day of April, 1995 by David R. Brooks DAVID L. BROOKS, president (title) of Ohio Blackhawk of Texas, Inc., an Ohio corporation, as General Partner of Fairways of Blackhawk, Limited Partnership, an Ohio Limited Partnership, on behalf of said limited partnership.

Sheri Lee Draffen  
Notary Public, State of Ohio

[SEAL]

SHERI LEE DRAFFEN  
Printed or Typed Name

My commission expires: Oct. 20, 1999

CONSENT OF MORTGAGEE

HORIZON SAVINGS ASSOCIATION, as the owner and holder of the indebtedness secured by the Deed of Trust covering the Property, of Record in Volume 12015, Page 0023, the Real Property Records of Travis County, Texas does, hereby join in the execution of this Third Amendment of Fairways of Blackhawk Master Declaration of Covenants, Conditions and Restrictions, for the purposes of evidencing its consent hereto.

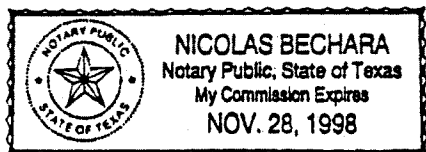
HORIZON SAVINGS ASSOCIATION

By: Charles S. Nichols, Jr.  
Printed Name: CHARLES S. NICHOLS, JR.  
Title: EX. VICE PRES.

ACKNOWLEDGEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of April, 1995 by CHARLES S. NICHOLS, JR. (printed name), EX. VICE PRESIDENT (title), of Horizon Savings Association, on behalf of Horizon Savings Association.



[SEAL]

Nicolas Bechara  
Notary Public, State of Texas

Printed or Typed Name \_\_\_\_\_  
My commission expires: \_\_\_\_\_

AFTER RECORDING RETURN TO:

LAW OFFICES OF MIKE WILLATT  
2001 NORTH LAMAR  
AUSTIN, TEXAS 78705

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2/14/95

Third Amendment of Fairways of Blackhawk Master Declaration of Covenants, Conditions and Restrictions Page 7 of 7

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

12419 0608

FILED

95 APR 19 PM 2:43

DANA DE BEAUVOIR  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on  
the date and at the time stamped hereon by me; and  
was duly RECORDED, in the Volume and Page of the  
named RECORDS of Travis County, Texas, on

APR 19 1995



*Dana De Beauvoir*  
COUNTY CLERK  
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS  
TRAVIS COUNTY, TEXAS

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