



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 co-owners, 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*  
Name: WALTER DAMON  
Title: VICE-PRESIDENT

STATE OF TEXAS           §  
  §  
COUNTY OF Dallas   §

BEFORE ME, the undersigned authority, on this 30th day of April, 2015 personally appeared Walter Damon, Vice President 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

