

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
CANDALARIA VILLAGE**

At an Annual Meeting of the Members of Candalaria Village Property Owners Association, Inc. held on July 7, 2020 by a vote of no less than Seventy-Five Percent (75%) of the members, pursuant to Article IX, Section 9.01 of the Declaration Of Covenants, Conditions And Restrictions Candalaria Village, recorded under Document No. 20060021620, Real Property Records of El Paso County, Texas (the "Covenants"), the following amendments were adopted:

1. Article I is amended and the following additional definitions are added:

(k) **"HOA Transfer Fee"** shall mean a fee equal to One Thousand and No/1000ths Dollars (\$1,000.00).

(l) **"Transfer"** or **"Transferring"** shall mean each occurrence of the execution and delivery of one or more documents, or any one or more other acts the result of which is to convey any possessory interest or estate in any Lot; provided, however, any granting of a lien by an Owner solely for security to any Mortgagee shall not constitute a Transfer. The transfer of substantially all of the assets of any Person owning title to a Lot shall be considered a Transfer. Notwithstanding the preceding two sentences, however: the execution and delivery of trustee's deed in foreclosure of a first priority Mortgage held by a Mortgagee covering a Lot is not a Transfer; provided, however, following such a foreclosure at which the foreclosing Mortgagee acquires the subject property, the execution and delivery of a deed of such property by such Mortgagee is a Transfer. Also, notwithstanding the foregoing provisions of this definition, the term Transfer does not include: any transfer of any kind from an individual to his or her estate or other legal beneficiary, as a result of the death of the individual; or execution and delivery of a deed, or any other act(s) the result of which is to convey any possessory interest or estate in any Lot from an individual, or from two individuals who are or were married to each other, to one or more individuals who are the spouse, former spouse, child, or children of the individual(s) formerly owning such interest or estate in such Lot.

(m) **"Transferee"** means any Person that is the grantee, assignee or other recipient of similar type of rights or interests pursuant to a Transfer.

(n) **"Transferor"** means any person Transferring a Lot.

2. Article IX is amended to add the following:

3. HOA Transfer Fee.

(a) **Payment and Liability for HOA Transfer Fee.** Upon any Transfer of a Lot (except the Exempt Lots), the HOA Transfer Fee shall be paid by or on behalf of the Transferor to the Association. If not paid upon a Transfer, the HOA Transfer Fee shall accumulate interest (at a rate not to exceed the highest rate allowed by Texas law) from and after

the date of the Transfer. Each HOA Transfer Fee, together with the foregoing interest, shall be the personal obligation of the Transferor who was the Owner of such Lot at the time of the Transfer; provided, however, the Transferee shall be jointly and severally liable for any HOA Transfer Fee that is not paid by the Transferor. The HOA Transfer Fee shall be a charge on the land and shall be a continuing lien upon each Lot against which the HOA Transfer Fee is due until paid. The Association does hereby establish, reserve, create and subject each Lot to a perfected contractual lien in favor of the Association to secure payment of delinquent HOA Transfer Fees owed on account of such Lot, as well as interest (subject to the limitations of Texas law), late charges and costs of collection (including, without limitation, attorneys fees). Such lien shall be prior and superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (b) the lien or charge of any first priority mortgage or deed of trust of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. Declarant hereby assigns such lien to the Association without recourse. The lien shall be self operative, and shall continue in inchoate form without being reserved or referenced in any deed or other document and without any other action required. Such lien, when delinquent, may be enforced by suit, judgment and judicial or nonjudicial foreclosure in accordance with Texas law. Although no further action is required to create or perfect the lien, the Association may, as further evidence and notice of the lien, execute and record a document setting forth as to any Lot the amount of the delinquent sums due the Association at the time such document is executed and the fact that a lien exists to secure the repayment thereof. However, the failure of the Association to execute and record any such document shall not, to any extent, affect the validity, enforceability, or priority of the lien. The lien may be foreclosed through judicial or, to the extent allowed by law, nonjudicial foreclosure proceedings in accordance with Texas Property Code Section 51.002, as it may be amended, in like manner of any deed of trust on real property. Each Owner hereby grants to the Association, whether or not it is so expressed in the deed or other instrument conveying such Lot to the Owner, a power of sale to be exercised in accordance with Texas Property Code Section 51.002, as it may be amended. At any foreclosure proceeding, any Person, including but not limited to, the Association, and any Owner shall have the right to bid for the Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot may be charged, in addition to its usual assessments, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid HOA Transfer Fees and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The sale or transfer of any Lot shall not affect the lien or relieve such Lot from the lien for any HOA Transfer Fee. However, the sale or transfer of any Lot pursuant to judicial or nonjudicial foreclosure of a first priority mortgage or deed of trust made in good faith and for value shall extinguish the lien as to any HOA Transfer Fee which became due prior to such sale or transfer. No first priority Mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or deed of trust shall be liable for the HOA Transfer Fee that is due upon the Transfer of a Lot to such Mortgagee; provided, further, such Mortgagee shall be liable for the payment of the HOA Transfer Fee upon Mortgagee's subsequent Transfer of the Lot.

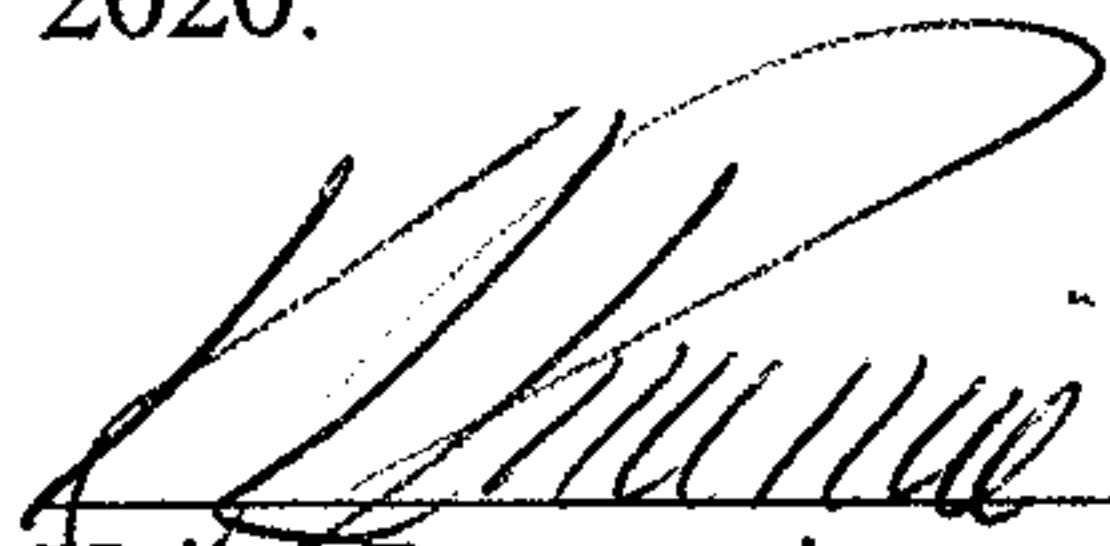
(b) **Termination Right.** Notwithstanding anything to the contrary herein, Board shall have the right to increase, reduce or terminate the HOA Transfer Fee at any time and for any reason as to all Owners, including (without limitation) a determination by the Declarant or the Board (in their respective sole and absolute discretion) that the HOA Transfer Fee is interfering with existing or prospective Owners' ability to obtain financing.

3. Except as amended by this Second Amendment To The Declaration of Covenants, Conditions and Restrictions for Candalaria Village, the Declaration of Covenants, Conditions and Restrictions for Candalaria Village shall continue in full force and effect under its original terms.

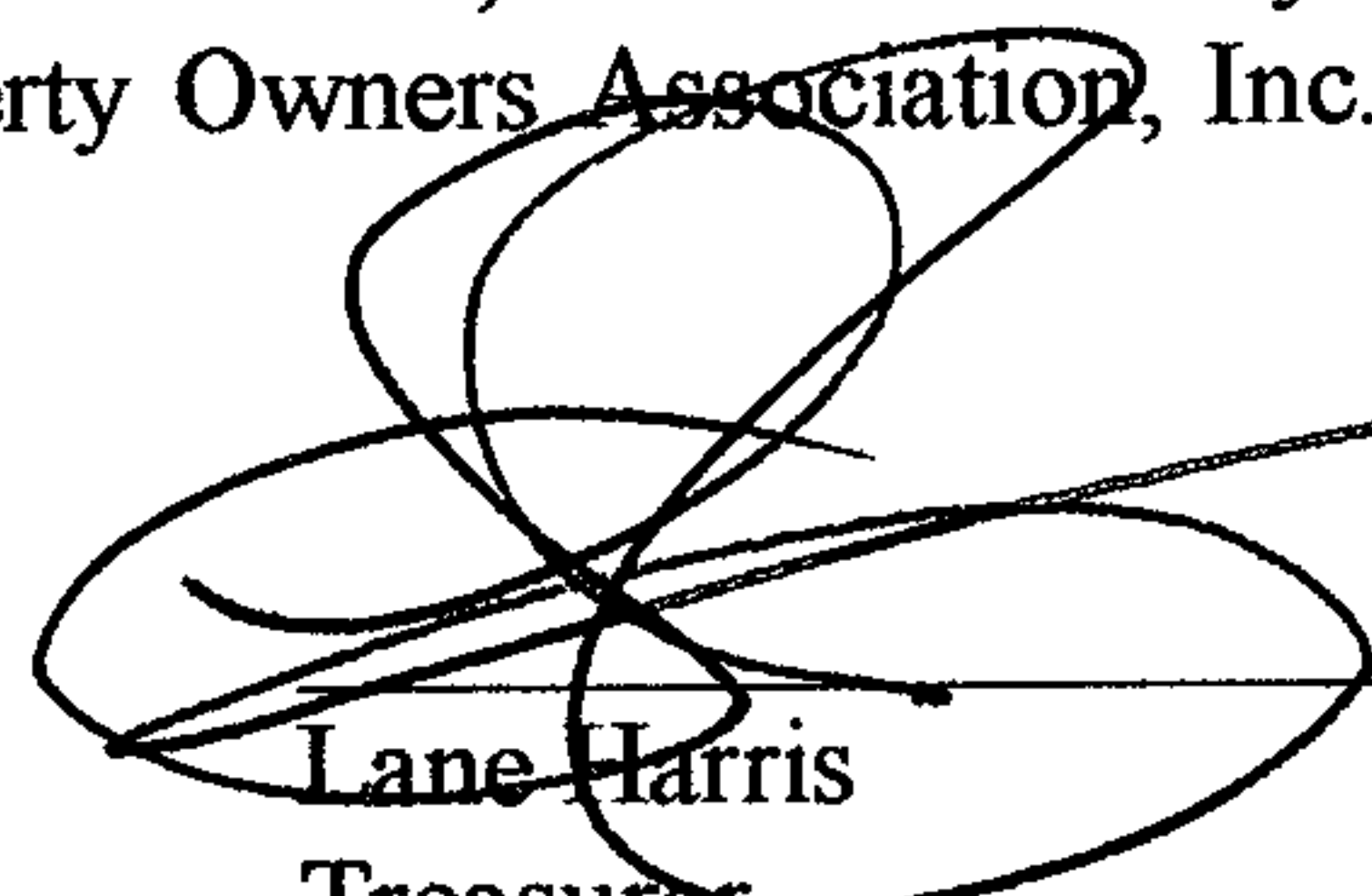
4. Terms not otherwise defined herein shall have the same meaning as in the Declaration of Covenants, Conditions and Restrictions for Candalaria Village.

5. All amendments stated herein shall be made effective as of July 7, 2020.


EXECUTED AFTER PROPER ADOPTION by no less than Seventy-Five Percent (75%) of the members by its duly elected President, and attested by the Secretary and Board of Directors of Candalaria Village Property Owners Association, Inc. on the _____ day of July, 2020.



Kristi Provencio
President
Candalaria Village Property
Owner's Association, Inc.



Lane Harris
Treasurer
Candalaria Village Property
Owner's Association, Inc.



Gabriel Ramirez
Secretary
Candalaria Village Property
Owner's Association, Inc.

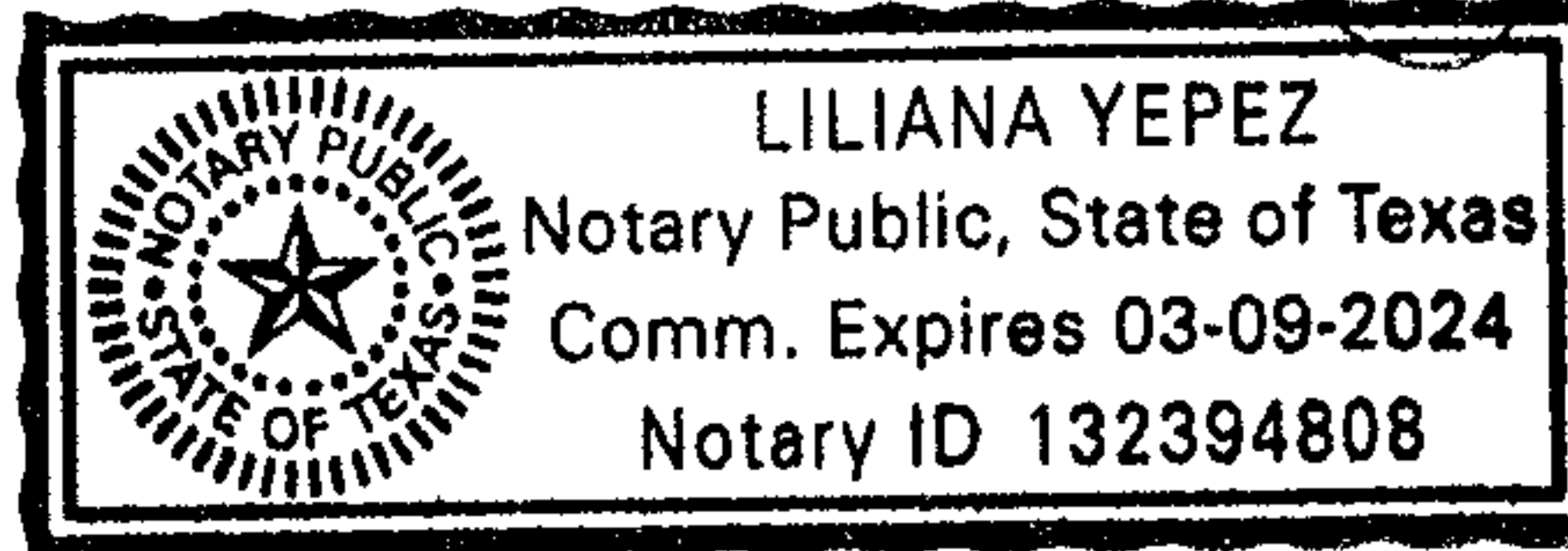
STATE OF TEXAS §
 §
COUNTY OF EL PASO §

BEFORE ME, the undersigned authority, on this day personally appeared Kristi Provencio, President of Candalaria Village Property Owners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7 day of July, 2020.

Liliana Yepez
Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

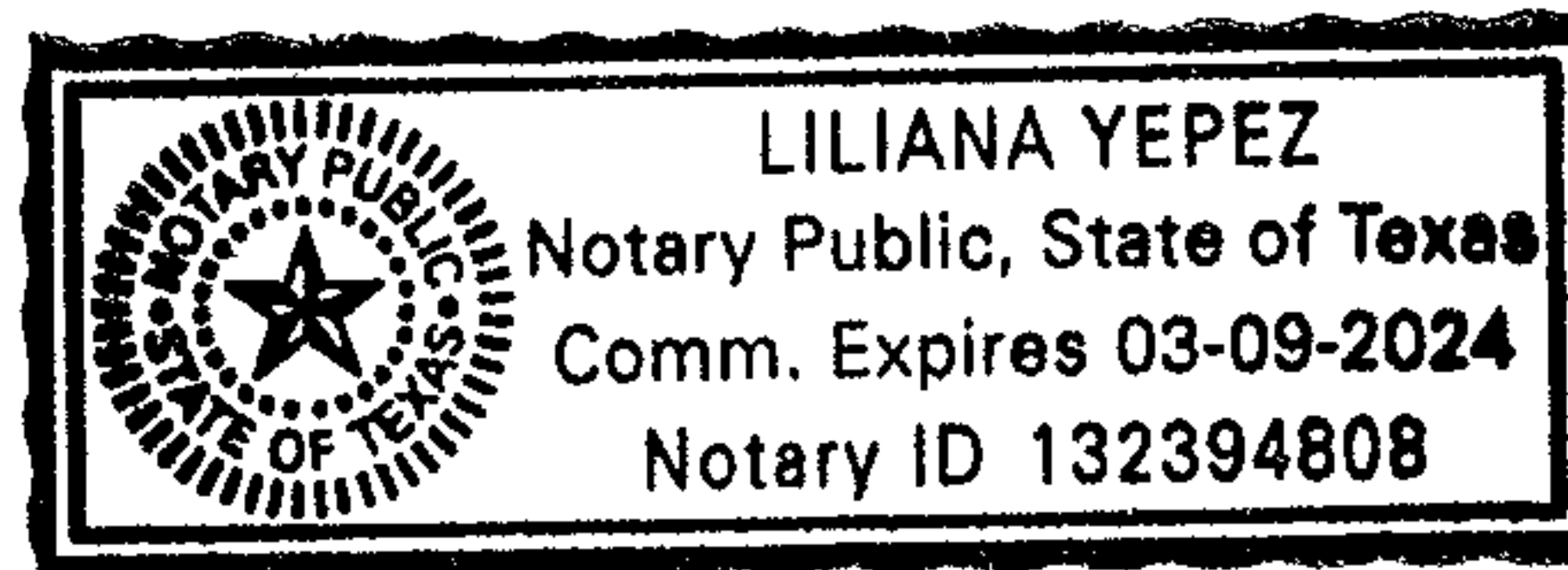


BEFORE ME, the undersigned authority, on this day personally appeared Lane Harris, Vice President of Candalaria Village Property Owners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7 day of July 2020.

Liliana Yepez
Notary Public in and for the State of Texas

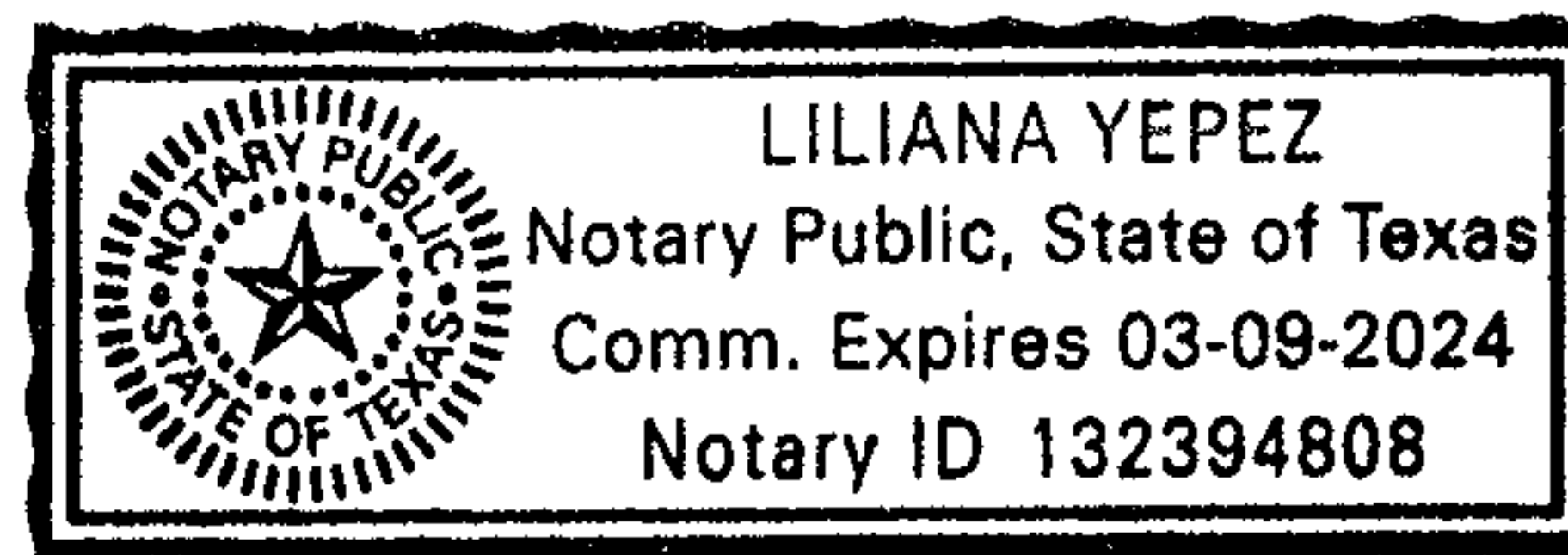
STATE OF TEXAS §
 §
COUNTY OF EL PASO §



BEFORE ME, the undersigned authority, on this day personally appeared Gabriel Ramirez, Vice President of Candalaria Village Property Owners Association, Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed, as the act and deed of said entity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 7 day of July 2020.

Liliana Yepez
Notary Public in and for the State of Texas



Doc # 20200063285
#Pages 4 #NFPages 1
08/13/2020 08:53 AM
Filed & Recorded in
Official Records of
El Paso County
Delia Briones
County Clerk
Fees \$38.00

eRecorded

I hereby certify that this instrument was filed on the date and time stamped
heron by me and was duly recorded by document number in the Official
Public Records of real Property in El Paso County.



Delia Briones

EL PASO COUNTY, TEXAS