

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

*Cascades*

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CASCADES (this "First Amendment") is made and entered into this 9<sup>th</sup> day of DECEMBER 2008, by CASCADES (THE COLONY) HOMEOWNERS' ASSOCIATION, INC., a Texas not-for-profit corporation ("Association").

WHEREAS, KB HOME Lone Star Inc., a Texas corporation ("Declarant") filed for record that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cascades (as amended and supplemented, the "Declaration") on October 25, 2007, as Document Number 2007-126261, of the Official Public Records of Denton County, Texas; and

WHEREAS, the Declarant filed for record that certain (i) First Supplement to Declaration of Covenants, Conditions and Restrictions for Cascades on September 6, 2007, as Document Number 2007-107592 and (ii) Second Supplement of Covenants, Conditions and Restrictions for Cascades on August 11, 2008, as Document Number 2008-88268, both of the Official Public Records of Denton County, Texas; and

WHEREAS, on October 28<sup>th</sup>, 2008, the Association held an annual meeting (the "Annual Meeting") in accordance with Article IV of the Bylaws of the Association, (the "Bylaws"). A quorum was present as the Annual Meeting. After appropriate discussion, the Members voted on the following provision, which was duly approved. In accordance with Section 8.5 of the Declaration, the Declaration was amended upon the express written consent of at least sixty-six and two-thirds percent (66-2/3%) of the outstanding votes (determined pursuant to Section 3.2 of the Declaration) held by members of the Association at the Annual Meeting, as more particularly set forth herein.

WHEREAS, unless otherwise provided in this First Amendment, capitalized terms used herein but not otherwise defined shall have the same meaning as set forth in the Declaration.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Association hereby amends the Declaration as follows:

1. Recitals. The foregoing recitals are incorporated into this Amendment for all purposes.
2. Capitalized Terms. Any capitalized term that is used herein and is not otherwise defined herein shall have the same meaning that is ascribed to it in the Declaration or the Bylaws, as applicable.

3. Section 4.1. The third sentence of Section 4.1 of the Declaration is hereby deleted in its entirety and amended to read as follows:

Assessments, together with such interest and late charges thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the Lot and shall be secured by a continuing lien which is hereby created and impressed for the benefit of the Association upon the Lot against which each such Assessment is made.

4. Section 4.8 (b). Section 4.8(b) of the Declaration is hereby deleted in its entirety and amended to read as follows:

b. Any Assessment provided for in this Declaration which is not paid when due shall be delinquent. If any such Assessment is not paid within thirty (30) days after the date of delinquency, the Owner shall be charged a monthly late charge of \$25.00 for late payment of assessments until such assessment is paid in full. Additionally, the delinquent Assessment shall bear interest from the date of delinquency (with no notice required to be given), until paid, at the rate of ten percent (10%) per annum or the maximum rate allowed by law, whichever is the lesser. The Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or, upon compliance with the notice provisions hereof, foreclose the lien against the Lot as provided in Subsection 4.8(d) hereof. There shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or in equity foreclosing such lien against such Owner, and the expenses incurred in connection therewith, including interest, costs and reasonable attorney's fees shall be chargeable to the Owner in default. Under no circumstances, however, shall Declarant or the Association be liable to any Owner or to any other person or entity for failure or inability to enforce any Assessments.

5. No Further Changes. Except as expressly set forth in this First Amendment, the Declaration shall remain unchanged and shall continue in full force and effect.

EFFECTIVE as of DECEMBER 9<sup>TH</sup>, 2008.

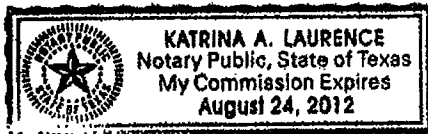
CASCADES (THE COLONY)  
HOMEOWNER'S ASSOCIATION, INC.  
a Texas nonprofit corporation

By: [Signature]  
Name: VICTOR TOLEDO  
Director

THE STATE OF TEXAS

COUNTY OF DENTON

This instrument was acknowledged before me on the 9<sup>TH</sup> day of DECEMBER 2008 by VICTOR TOLEDO, Director of CASCADES (THE COLONY) HOMEOWNER'S ASSOCIATION, INC., a Texas nonprofit corporation, on behalf of said nonprofit corporation.



[Signature]  
NOTARY PUBLIC, State of Texas

**AFTER RECORDING, RETURN TO:**  
KB HOME LONE STAR INC  
ATTN: TERAH PAUL  
2711 LBJ FREEWAY, SUITE 600  
DALLAS, TX 75234

Denton County  
Cynthia Mitchell  
County Clerk  
Denton, Tx 76202



70 2009 00004954

Instrument Number: 2009-4954

Recorded On: January 15, 2009

As  
Amendment

Parties: CASCADES THE COLONY HOMEOWNERS

Billable Pages: 4

To

Number of Pages: 4

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Amendment	23.00
<b>Total Recording:</b>	<b>23.00</b>

\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

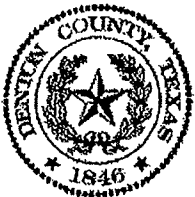
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2009-4954  
Receipt Number: 549714  
Recorded Date/Time: January 15, 2009 09:44:25A  
User / Station: J Morris - Cash Station 1

**Record and Return To:**

KB HOME LONE STAR LLC  
ATTN TERAH PAUL  
2711 LBJ FRWY STE 600  
DALLAS TX 75234



THE STATE OF TEXAS }  
COUNTY OF DENTON }

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

*Cynthia Mitchell*

County Clerk  
Denton County, Texas