

**THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
CALDER'S CORNER CONDOMINIUMS**

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF BEXAR §

That the Declaration of Condominium for Calder's Corner Condominiums, recorded at Volume 12966, Page 1127, *et seq.*, Official Public Records of Real Property of Bexar County, Texas (hereinafter the "Declaration"), is hereby amended as follows:

I.

Article VI, Section 6.1 of the Declaration is amended to read as follows:

Section 6.1 Duty to Restore

Any portion of the Condominium for which insurance is required under Section 82.111 of the Texas Uniform Condominium Act that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- A. the Condominium Regime is terminated by a vote of Owners of an aggregate Allocated Interest of eighty percent (80%) or more of the Condominium;
- B. repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
- C. at least eighty percent (80%) of the Owners, including each Owner of a Unit or assigned Limited Common Element that will not be rebuilt or repaired, vote to not rebuild.

Any termination of the legal status of the Project after substantial destruction or condemnation occurs or for other reasons shall require the agreement of mortgagees that represent at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages.

II.

Article VII, Section 7.1 of the Declaration is amended to read as follows:

Section 7.1 Taking of Units

If a Residence Unit is acquired by condemnation, or if part of a Residence Unit is acquired by condemnation leaving the Owner of the Residence Unit with a remnant that may not practically and lawfully be used for any purpose permitted by the Declaration, the condemnation award must compensate the first mortgagee, and after payment of such mortgage, the Owner for the Residence Unit and its Common Element interest, whether or not any Common Element Interest is acquired. On acquisition, unless the condemnation award provides otherwise, the condemned Residence Unit's entire Allocated Interest shall be automatically reallocated to the remaining Residence Units in proportion to the respective Allocated Interests of those Residence Units before the taking, and the Association acting without joinder of any other Owner or Mortgagee or other person, shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. A remnant of a Residence Unit remaining after part of a Residence Unit is taken under this subsection is a Common Element.

III.

Article X of the Declaration is amended to read as follows:

Section 10.1 Amendment of Declaration

Except as otherwise provided by law and elsewhere in this Declaration, the provisions of this Declaration, except for the specific matters described in Section 10.2, may be amended only by vote or agreement of an aggregate number of members having not less than sixty-seven percent (67%) of the total voting power of the Association and entitled to vote on such amendment, such agreement to be evidenced by written ballot or by vote at a meeting of the Association called for that purpose. Any amendment to this Declaration of Condominium shall become effective only upon the recordation in the Official Public Records of Real Property of Bexar County, Texas of a written amendment signed and certified by the duly authorized officers of the Association, attesting to the proper adoption of such amendment, and containing the text thereof. An action to challenge the validity of an amendment to the Declaration adopted by the Association under this Article X

must be brought before the first anniversary of the date the amendment is recorded.

The Declaration hereby reserves the unilateral right to amend this Declaration at any time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance on the Residence Units; (c) required by an institutional or governmental lender or purchase of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Residence Units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Residence Units; or (e) as necessary to clarify or resolve ambiguities or conflicts or to correct any inadvertent misstatements, errors, or omissions in the Declaration as same may be amended from time to time; provided, however, any such amendment shall not adversely affect the title to any Residence Unit unless the Owner shall consent thereto in writing.

All amendments of a material adverse nature to mortgagees must be agreed to by at least fifty-one percent (51%) of the votes of unit estates that are subject to mortgages.

IV.

Article XII of the Declaration is hereby amended by the addition of a new section, numbered as 12.16, which shall read as follows:

Section 12.17 Notices for Mortgagees.

Each mortgagee and guarantor of a mortgage on any unit in the Project shall be afforded timely written notice of: (1) any condemnation or casualty loss that affects either a material portion of the Project or the unit securing the mortgage; (2) any sixty (60) day delinquency in a payment of assessments or charges owed by the owner of any unit on which it holds the mortgage; and (3) any proposed action that requires a consent of a specified percentage of mortgages.

The foregoing was approved by Owners entitled to cast at least sixty-seven percent (67%) of the vote in accordance with Section 10.1 of the Declaration, as certified by the signatures of the President and Secretary of the Association below.

EXECUTED this 28 day of April, 2022.

CALDER PARK CONDOMINIUM ASSOCIATION,
formerly known as Council of Co-Owners of Calder's
Corner Condominiums, Inc. a Texas noaprotit corporation

By: Stuart Falkin
Stuart Falkin, Its President

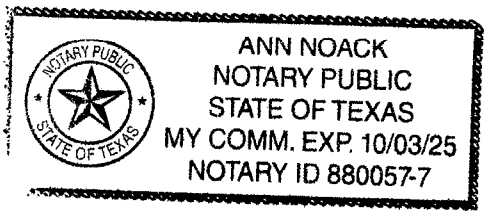
By: Debbie Rangel
Debbie Rangel, Its Secretary

Texas
STATE OF ~~NEW JERSEY~~ §
Bexar §
COUNTY OF ~~MONMOUTH~~ §

Before me, the undersigned notary public, on this day personally appeared Stuart Falkin, acting on behalf of Calder Park Condominium Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me he executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 28 day of April, 2022.

Ann Noack
Notary Public, State of Texas



STATE OF TEXAS §
 §
COUNTY OF BEXAR §

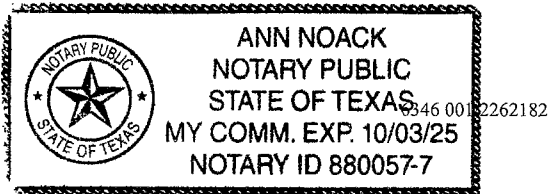
Before me, the undersigned notary public, on this day personally appeared Debbie Rangel, acting on behalf of Calder Park Condominium Association, known to me or proved to me by presentation to me of a governmentally-issued identification card to be one of the persons whose name is subscribed to the foregoing instrument, and acknowledged to me she executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office the 28 day of April, 2022.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Calder Park Condominium Association
2718 Old Field Drive #203
San Antonio, TX 78247



File Information

**eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 4/28/2022 2:41 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk