

Fidelity National GF# ~~44122~~ *Accommodation*  
*Filing- Viridian charter*

**FOURTH AMENDMENT TO THE COMMUNITY CHARTER  
FOR  
VIRIDIAN RESIDENTIAL PROPERTIES**

STATE OF TEXAS

NOTE TO CLERK: Please cross-reference to  
Community Charter at Instrument No. D212104762

COUNTY OF TARRANT

This Fourth Amendment to the Community Charter for Viridian Residential Properties ("**Third Amendment**") is made by VIRIDIAN HOLDINGS LP, a Delaware limited partnership ("**Viridian Holdings**").

**Background Statement**

HC LOBF Arlington, LLC, a Texas limited liability company ("**HC LOBF**"), as the initial developer of the planned community located in the City of Arlington, Tarrant County, Texas, known as Viridian, executed and filed in the County Clerk Official Records of Tarrant County, Texas, that Community Charter for Viridian Residential Properties recorded on May 2, 2012 as Instrument No. D212104762, which was amended by that First Amendment to the Community Charter for Viridian Residential Properties recorded on January 14, 2014 as Instrument No. D214008250, that Second Amendment to the Community Charter for Viridian Residential Properties recorded on July 11, 2014 as Instrument No. D214146839, and that Third Amendment to the Community Charter for Viridian Residential Properties recorded on February 24, 2016 as Instrument No. D216036992 (as amended and supplemented, the "**Charter**").

The Charter identified HC LOBF as the "**Founder**" and reserved various rights to the Founder. HC LOBF assigned its rights and status as the Founder to Viridian Holdings by that Assignment of Declarant's Rights recorded on July 17, 2015 in the aforementioned records as Instrument No. D215157451.

Pursuant to Section 21.2 of the Charter, during the "**Founder Control Period**" (as defined in the Charter), the Founder may unilaterally amend the Charter for any purpose. The Founder Control Period has not expired, and Viridian Holdings, as the Founder, desires to amend the Charter as set forth herein.

**Amendment**

NOW, THEREFORE, Viridian Holdings, as the Founder, hereby amends the Charter as follows:

1.

Section 2.1, **The Founder**, is amended by deleting the phrase "permitted by applicable zoning for" in clause (a) of the third paragraph of that Section and substituting in its place the phrase, "which the Founder proposes to develop within," so that clause (a) reads as follows:

(a) when 75% of the maximum number of Units which the Founder proposes to develop within the property described in the Master Plan have certificates of occupancy issued thereon and have been conveyed to persons other than Builders holding title for purposes of construction and resale;

Section 2.1 is further amended by inserting the following new paragraph after clause (c) of Section 2.1:

The maximum number of Units which the Founder proposes to develop within the property described in the Master Plan is currently 5,000; however, that number is subject to change by amendment of this Charter pursuant to Section 21.2, subject to obtaining any necessary governmental approvals.

2.

Section 12.9, **Capitalization of Residential Association**, is amended by striking that section in its entirety and substituting the following in its place:

**12.9. Capitalization of Residential Association.**

The first Owner of each Unit other than the Founder, a Founder Affiliate, or a Builder designated by the Founder shall, at the time of taking title to the Unit, make a contribution to the working capital of the Residential Association in the amount of \$1,000.00, except that the contribution to the working capital for any Unit submitted to the Charter on or before February 24, 2016 (each an "**Existing Unit**") shall be in an amount equal to one-sixth of the annual Base Assessment per Unit for that year. The amount due hereunder shall constitute a Specific Assessment against the Unit pursuant to Section 12.4(f) of this Charter and shall be in addition to the annual Base Assessment and any Service Area Assessment levied on the Unit and shall not be considered an advance payment of such assessments. Such amount shall be due and payable to the Residential Association immediately upon transfer of title for its use in covering initial start-up expenses, operating expenses, and other expenses it incurs pursuant to this Charter and the By-Laws.

A list of "Existing Units" is set forth on Exhibit "H" to this Charter, as added by the Third Amendment to the Community Charter referenced above.

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