

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**FIRST AMENDMENT TO DESIGN GUIDELINES
FOR PROSPER MONTCLAIRE HOMEOWNERS ASSOCIATION, INC.**
(Security Measures)

THIS FIRST AMENDMENT TO DESIGN GUIDELINES FOR PROSPER MONTCLAIRE HOMEOWNERS ASSOCIATION, INC. (this "Amendment") is made and entered by CADG Prosper 28, LLC, a Texas limited liability company (the "Declarant"), as of the 18th day of November, 2022.

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for the Enchanted Creek Phase 1A Homeowners Association, Inc. recorded on September 26, 2017, as Instrument No. 20170926001284510, in the Official Public Records of Collin County, Texas (the "Declaration") which Declaration encumbers the real property described therein with the covenants, conditions and restrictions set out therein (the "Properties");

WHEREAS, pursuant to Section 202.023 of the Property Code, the Association may prohibit the installation of security cameras by an Owner of a Lot in a place other than that Owner's Lot or private property, and may regulate the type of fencing that an Owner may install on its Lot;

WHEREAS, the Development Period (as defined in the Declaration) has not expired;

WHEREAS, pursuant to the Declaration including the definition of "Design Guidelines," Section 3.3(d) and Section 8.6 of the Declaration, during the Development Period, the Declarant may unilaterally amend the Declaration and the Design Guidelines applicable to Lots within the Properties subject to the Declaration without the consent or joinder of the Members or any other party;

WHEREAS, pursuant to its rights as Declarant under the Declaration, the Declarant desires to amend and modify certain requirements and restrictions set forth in Section 1.2 of the Design Guidelines (as defined in the Declaration) applicable to Properties and Lots located therein, as more specifically provided in this Amendment, to include additional design guidelines and requirements for security measures, including fencing and cameras, installed or constructed on Lots within the Properties subject to the Declaration.

NOW, THEREFORE, the Declarant does hereby amend and modify the Design Guidelines as follows:

1. Defined Terms. Unless otherwise defined in the Design Guidelines or the context otherwise requires, each term used in the Design Guidelines with its initial letter capitalized which has been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration.

2. Amendment. The Declarant desires to and does hereby modify and amend the Design Guidelines attached as Exhibit B to the Declaration applicable to all Lots within the Properties to add the following as a new Section 1.2.5 of the Design Guidelines:

“1.2.5. Security Measures. Any security fencing installed on an Owner’s Lot as a security measure under Section 202.023 of the Texas Property Code, as amended (a) shall be no higher than six (6) feet from grade, (b) to the extent located within the front yard area of an Owner’s Lot, must be open and constructed of ornamental metal or wrought iron materials that allow the front façade of the residence on such Owner’s Lot to remain visible from the street through such fencing and be of a design approved by the Architectural Control Committee, (c) to the extent located within the front yard area of an Owner’s Lot, shall not include or be constructed or installed with screening material, landscape screening, chain link, razor wire, electrification, or barbed wire, and (d) such fencing shall otherwise be constructed, installed and maintained in compliance with any and all governmental requirements, including permit requirements. No Owner shall place security cameras in any place other than the Owner’s own Lot. The “front yard area” with respect to a Lot shall mean the area between the front façade of the residence on such Lot and the public street or right-of-way in front of such Lot.”

3. No Other Effect. Except as expressly modified, amended and supplemented by this Amendment, the terms and provisions of the Design Guidelines are not amended, modified or supplemented, and the Design Guidelines, as modified, amended and supplemented hereby, are hereby amended as provided herein.

4. Severability. Invalidation of any one provision of this Amendment by judgment or court order shall in no way affect any other provision of this Amendment or the remainder of this Amendment which shall remain in full force and effect. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Amendment a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

5. Headings. The headings contained in this Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Amendment.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

EXECUTED to be effective as of the date written above.

DECLARANT:

CADG Prosper 28, LLC,
A Texas limited liability company

By: CADG Holdings, LLC,
A Texas limited liability company,
Its sole member

By: MMM Ventures, LLC,
A Texas limited liability company,
Its Manager

By: 2M Ventures, LLC
A Delaware limited liability company,
Its Manager

By:
Name: Mehrdad Moayed
Title: Manager

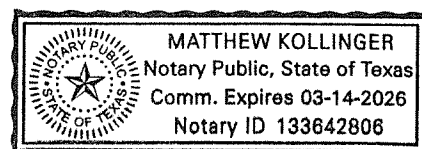
STATE OF TEXAS §
 §
COUNTY OF Dallas §

BEFORE ME, the undersigned authority, on this day personally appeared Merhdad Moayed, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Prosper 28, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of November, 2022.

My Commission Expires: 3-14-26

Notary Public in and for the State of Texas



**Collin County
Honorable Stacey Kemp
Collin County Clerk**

Instrument Number: 2022000169642

eRecording - Real Property

AMENDMENT

Recorded On: November 28, 2022 03:33 PM

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" Examined and Charged as Follows: "

Total Recording: \$34.00

***** 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: 2022000169642
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Station: Station 11

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**STATE OF TEXAS
COUNTY OF COLLIN**

**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 Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

