



2. Amendments. (a) The Declaration is hereby modified and amended to allow the Design Guidelines to be modified and amended by the Architectural Reviewer.

(b) Section 6.3.1 is hereby modified and amended to read in its entirety as follows:

“6.3.1. ACC. After the period of Declarant control, the ACC will consist of at least 3 but not more than 5 persons appointed by the Board, pursuant to the Bylaws. Members of the ACC serve at the pleasure of the Board and may be removed and replaced at the Board’s discretion. Members of the ACC need not be Owners or Residents, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board. After the period of Declarant control, a person may not be appointed or elected to serve on the ACC if the person is (a) a current Board member, (b) a current Board member's spouse; or (3) a person residing in a current Board member's household.”

(c) The fourth and fifth sentences of Section 6.5 of the Declaration are hereby modified and amended read in their entirety as follows:

“Written notice of the determination of the Architectural Reviewer shall be provided to an applying Owner via certified mail, hand delivery or electronic delivery to the contact address of such Owner registered with the Association. Denials of the Architectural Reviewer must describe the basis for denial in reasonable detail and changes, if any, in the application or improvements required as a condition to approval, and inform the Owner that the Owner may request a hearing under Section 209.00505(e) of the Texas Property Code on or before the 30th day after the date the notice was delivered by the Architectural Review to the Owner. A determination of the Architectural Reviewer may be appealed to the Board of the Association in accordance with Section 209.00505 of the Texas Property Code, and the Board shall hold a hearing within 30 days after an Owner’s request for a hearing.”

(d) The following is added at the end of Section 7.23 of the Declaration:

“The Association has the right to request each Owner leasing a Residence or Lot in the Subdivision subject to this Declaration provide the Association with the following regarding the lease or tenant thereunder: (a) the contact information, including name, mailing address, phone number, and e-mail address of each person who will reside on the Owner’s Residence or Lot under the terms of such lease; and (b) the commencement date and term of such lease.”

(e) All references to “Texas Property Code Section 202.009” and “Texas Property Code Section 202.009(c)” in Section 7.28 are hereby modified and amended to reference “Texas Election Code Section 259.002” and Texas Election Code 259.002(d)”, respectively.

(f) Section 8.12.1 of the Declaration is hereby modified and amended to read in its entirety as follows:

“8.12.1. Resale Certificate. An Owner intending to sell his home will notify the Association and will request a Resale Certificate (herein so called) from the Association. The Resale Certificate (as defined in Section 8.12.4 hereof) shall include such information as may be required under Section 207.003(b) of the Texas Property Code; provided, however, that the Association or its agents may, and probably will, charge a reasonable and necessary fee in connection with preparation of the Resale Certificate not to exceed \$375.00 to cover its administrative costs or otherwise to assemble, copy and deliver the Resale Certificate, and may charge a reasonable and necessary fee in connection with preparation of any update to the Resale Certificate not to exceed \$75.00, which fee(s), as applicable, must be paid upon the earlier of (i) delivery of the Resale Certificate to an Owner, or (ii) the Owner’s closing of the sale or transfer of his/her Residence or Lot. Declarant is exempt from any and all Resale Certificate fees. Resale Certificates shall be delivered by the Association or managing agent in any event within five (5) days after the second request delivered by an Owner to the Association via certified mail, return receipt requested, or via hand delivery with evidence of receipt by the Association.”

(g) The third, fourth and fifth sentences of Section 8.12.4 of the Declaration are hereby modified and amended to read in their entirety as follows:

“The managing agent may, and probably will, have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Lot and the issuance of a “Resale Certificate” (herein so called), which fees shall not exceed \$375 for the initial Resale Certificate, and \$75 for any update of a Resale Certificate in accordance with Section 8.12.1 above. The Association or its agent shall not be required to issue a Resale Certificate until payment for the cost thereof has been received by the Association or its agent; provided, however, in any event the Resale Certificates shall be delivered by the Association or managing agent within five (5) days after the second request delivered by an Owner to the Association via certified mail, return receipt requested, or via hand delivery with evidence of receipt by the Association. Transfer fees, other than the fees for the issuance of a Resale Certificate, shall in no event exceed the current annual rate of Regular Assessments applicable at the time of the transfer/sale for each Residence being conveyed and are not refundable and may not be regarded as a prepayment of or credit against Regular Assessments or Special Assessments, and are in addition to the contribution to the Reserve Fund in Section 8.12.3 above.”

(h) Section 9.4.3 of the Declaration is hereby modified and amended to read in its entirety as follows:

“9.4.3. Insurance Assessments. The Association’s insurance premiums are Common Expenses that must be included in the Association’s annual budget. Nevertheless, the Board may levy an Insurance Assessment - separately from the Regular Assessment - to fund (1) insurance premiums, (2) insurance deductibles, and (3) expenses pertaining to the Fire Riser Closets and the fire sprinkler system for the Townhomes to the extent (A) such Fire Riser Closets or the fire sprinkler systems exist, and (B) such Fire Riser Closets or the fire sprinkler systems, as

applicable, are included in the Areas of Common Responsibility or Common Areas to be maintained by the Association. If the Association levies an Insurance Assessment, the Association must disclose the Insurance Assessment in Resale Certificates prepared by the Association.”

(i) The first sentence of Section 9.7 is hereby modified and amended to read in its entirety as follows: “The Board will prepare and approve an estimated annual budget for each fiscal year at an open meeting of the Board held in accordance with requirements under Section 209.0051 of the Texas Property Code and the Bylaws.”

(j) Section 11.6 of the Declaration is modified and amended to require prior notice of any suspension to be delivered to an Owner and/or Residents via certified mail as a condition precedent to such suspension.

(k) Section 11.11 of the Declaration is hereby modified and amended to read in its entirety as follows:

“11.11 CREDIT REPORTING. The Association through its Board, or any management agent of the Association, may report an Owner delinquent in the payment of Assessments to any credit reporting agency only if:

“11.11.1 The delinquency is not the subject of a pending dispute between the Owner and the Association; and

“11.11.2 at least thirty (30) business days before reporting to a credit reporting service, the Association sends, via certified mail, hand delivery, electronic delivery, or by other delivery means acceptable between the delinquent Owner and the Association, a detailed report of all delinquent charges owed; and

“11.11.3 the delinquent Owner has been given the opportunity to enter into a payment plan.

“The Association may not charge a fee for the reporting of an Owner to any credit reporting agency of the delinquent payment history of assessments, fines, and fees of such Owner to a credit reporting service.”

(l) Section 12.1 of the Declaration is hereby modified and amended to add the following at the end of such Section:

“Not later than ten (10) days before the Association holds a hearing under Chapter 209 of the Texas Property Code, the Association shall provide to an Owner a packet containing all documents, photographs, and communications relating to the matter the Association intends to introduce at the hearing; failing which the Owner is entitled to a fifteen (15) day postponement of the hearing. During the hearing, the Association (through a member of the Board of designated representative) shall first present the Association’s case against the Owner. An Owner or its designated representative is then entitled to present the Owner’s information and issues relevant to the appeal or dispute.”

(m) Section 12.2.2 is hereby modified and amended to add the following at the end of such Section 12.2.2: “The Association must notice an Owner via certified mail prior to levying any fine or charges against such Owner under this Section 12.2.2.”

(n) Section 12.2.3 is hereby modified and amended to add the following at the end of such Section 12.2.2: “The Association must notice an Owner via certified mail prior to suspending an Owner’s rights under this Section 12.2.3.”

(o) The Design Guidelines attached as Appendix D-1 to the Declaration are hereby modified and amended as follows:

(i) Section 1.2 is hereby modified and amended by adding a new subsection 1.2.3 thereunder as follows:

“1.2.3. Pool Enclosures. The design and appearance of any “swimming pool enclosure” (as defined below) that is visible from the Street or Common Area adjacent to the Lot on which such swimming pool enclosure is located must be six feet (6’) or less in height, black in color, and consist of transparent mesh set in metal frames, unless otherwise approved in writing by the Architectural Reviewer. In no event shall the Architectural Reviewer prohibit or restrict an Owner from installing on such Owner’s Lot a swimming pool enclosure that conforms to applicable state or local safety requirements. A “swimming pool enclosure” means and refers to a fence that (1) surrounds a water feature, including a swimming pool or spa located on a Lot; (2) consists of transparent mesh or clear panels set in metal frames; (3) is not more than six feet (6’) in height; and (4) is designed to not be climbable.”

(ii) Section 1.6 is hereby modified and amended to read in its entirety as follows:

**“SECTION 1.6 RELIGIOUS DISPLAYS. Both Townhomes and Detached Residences apply:**

“1.3.1 By statute, an Owner is allowed to display or affix the Owner’s Lot or occupant’s residence one or more religious items, the display of which is motivated by the Owner’s or occupant’s sincere religious belief. Such display is limited according to the provisions contained herein.

“1.3.2 If displaying or affixing of a religious item on the Owner’s Lot or occupant’s residence violates any of the following covenants, the Association may remove the item displayed:

“(1) threatens the public health or safety;

“(2) violates a law other than a law prohibiting the display of religious speech;

“(3) contains language, graphics, or any display that is patently offensive to a passerby for reasons other than its religious content;

“(4) is installed on property:

“(A) owned or maintained by the Association; or

“(B) owned in common by members of the Association;

“(5) violates any applicable building line, right-of-way, setback or easement; or

“(6) is attached to a traffic control device, streetlamp, fire hydrant, or utility sign, pole, or fixture.

“1.3.3 No owner or resident is authorized to use a material or color for an entry door or door frame of the Owner’s or occupant’s residence or make an alteration to the entry door or door frame that is not authorized by the Declaration or otherwise expressly approved by the Declarant, the ACC or other reviewing authority established under the Declaration.”

(iii) The first sentence of Section 2.5.1.1 is hereby modified and amended to read in its entirety as follows:

**“90% of the exterior of the home shall be brick, stone or 3-coat stucco system, excluding doors, windows, garage doors, dormers, and the sides above the single-story living plate for 1-story housing and the sides above the 2-story living plate for 2-story houses, and the sides above the 3-story living plate for 3-story houses.”**

(iv) The first sentence of Section 2.5.1.2 is hereby modified and amended to read in its entirety as follows:

“Exterior walls of each Residence (excluding doors, windows, garage doors, dormers, and sides above the single story living plate for 1-story Residences, and sides above the second story living plate for 2-story Residences, and sides above the third story living plate for 3-story Residences) shall be a minimum of ninety percent (90%) brick, stone or 3-coat stucco system.”

(v) The first sentence of Section 2.5.1.3 is hereby modified and amended to read in its entirety as follows:

“Exterior walls of each Residence (excluding doors, windows, garage doors, dormers, and sides above the single story living plate for 1-story Residences, and sides above the second story living plate for 2-story Residences, and sides above the third story living plate for 3-story Residences) shall be a minimum of ninety percent (90%) brick, stone or 3-coat stucco system, or as described in the City Design Guidelines, and hardie board, plank or the equivalent, or as approved by the Architectural Control Committee.”

(p) Subject to confirmation of the meaning and intent of the City Design Guidelines and/or approval by the City of a variance or modification or clarification of the requirements under Ordinance No. 4595 of the City of Mesquite applicable to the Property, the clause reading “90% of the exterior masonry of the home shall be brick or stone, ...” in the first bullet point under Architectural Standards on Page D2-2 of the City Design Guidelines attached as Appendix D-2 of the Declaration is hereby modified and amended to read “90% of the exterior masonry of the home shall be brick, stone or 3-coat stucco system, ...”. The Association and the Architectural Reviewer (including, the Declarant, the Board or the ACC, as applicable, or any of their delegates or appointees acting as Architectural Reviewer) are not liable for any failure of an Owner or Builder to comply with Ordinance No. 4595 of the City of Mesquite, or other Applicable Zoning or Applicable Laws of the City or other governmental authority as they exist now or are hereafter modified or amended, including, without limitation, failure of an Owner or Builder to use masonry materials approved by the City.

3. DISCLAIMER. The Architectural Reviewer’s approval of plans and specifications, and/or compliance of an Owner’s or Builder’s plans and specifications with the Declaration and/or the Design Guidelines does not mean that they comply with Applicable Zoning or Applicable Laws of the City or other governmental authority. THE ASSOCIATION AND THE DECLARANT, THE BOARD, THE ACC, AND/OR ANY PARTY ACTING AS ARCHITECTURAL REVIEWER UNDER THE DECLARATION SHALL HAVE NO LIABILITY FOR ITS DECISIONS MADE AND IN NO EVENT SHALL BE RESPONSIBLE FOR THE COMPLIANCE OF THE OWNER’S OR ANY BUILDER’S PLANS AND SPECIFICATIONS WITH APPLICABLE ZONING OR OTHER APPLICABLE LAWS, GOVERNMENTAL CODES AND ORDINANCES, AND/OR STATE AND FEDERAL LAWS. By submitting any plan for approval, the submitting party expressly acknowledges that Declarant, the Board, the ACC, and/or the Architectural Reviewer are not engineers, architects, or builders for purposes of plan review, and that any approval or disapproval of any plans expressly excludes any opinion on the compliance of such plans and specifications with any Applicable Zoning or Applicable Laws of the City or other governmental authority.

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

5. Severability. Invalidation of anyone 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.

6. 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:**

MM MESQUITE 50, LLC,  
a Texas limited liability company

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

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

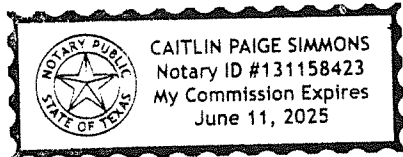
By: Mehrdad Moayed  
Name: Mehrdad Moayed  
Its: Authorized Agent

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayed, the Authorized Agent of 2M Ventures, LLC, a Delaware limited liability company, the Manager of MMM Ventures, LLC, a Texas limited liability company, the Manager of MM MESQUITE 50, 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 he executed the same for the purposes and consideration therein expressed, and as the act and deed of said limited liability companies, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 20 day of December, 2021.

Caitlin Paige Simmons  
Notary Public, State of Texas





**Dallas County  
John F. Warren  
Dallas County Clerk**

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**Instrument Number:** 202200005398

eRecording - Real Property

Recorded On: January 07, 2022 08:40 AM

Number of Pages: 9

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**" Examined and Charged as Follows: "**

Total Recording: \$54.00

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**\*\*\*\*\* 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: 202200005398  
Receipt Number: 20220107000072  
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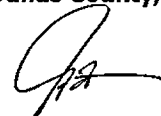
Simplifile



**STATE OF TEXAS  
COUNTY OF DALLAS**

**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 Dallas County, Texas.**

John F. Warren  
Dallas County Clerk  
Dallas County, TX

A handwritten signature in black ink, appearing to be "JFW".