

2. Amendments. The Declaration is hereby modified and amended as follows:

(a) Section 3.31 of the Declaration is hereby modified and amended to read in its entirety as follows:

“3.31 Lawn and Landscape Maintenance. The Owner of each Villa Lot shall be responsible for the landscape maintenance of any lawn or landscaping within such Villa Lot. The Association shall be responsible for the landscape maintenance of Bungalow Lots for any portion of the lawn or landscape located in the front and at the side of each Bungalow on such Bungalow Lot, as applicable (such front and side lawn and landscaped areas of each Bungalow Lot being herein referred to as the “**Area(s) of Common Responsibility**”). The Sub-Association formed for the Townhome Lots shall be solely liable and responsible for landscape maintenance of Townhomes for any portion of the lawn or landscape located in the front or side of each Townhome located within a Townhome Lot governed by such Sub-Association; provided, however, in the event that a Sub-Association fails to perform such landscape maintenance, the Association may perform same on behalf of the Sub-Association upon fifteen (15) days’ prior written notice and opportunity to cure. If the Association performs such landscape maintenance on behalf of the Sub-Association, the Association shall invoice the Sub-Association for the Association’s costs and expenses incurred, which invoice shall be due and payable within fifteen (15) days of delivery thereof. Notwithstanding, if the individual controls for irrigation are located within the Owner’s s individual unit, the Owner will be responsible to ensure proper watering of all lawn and landscape within an Owner’s Lot and any failure by Owner to ensure proper watering and if, as a result of failure to properly water all lawn and landscape on an Owner’s Lot, there is a loss of lawn or landscape on such Owner’s Lot, the cost for removal and replacement of any landscaping maintained by the Association (or by the Sub-Association, if applicable) on such Owner’s Lot will be a cost to the Owner levied by the Association (or Sub-Association, if applicable) as a Special Individual Assessment (or special assessment levied by the Sub-Association or otherwise in accordance with the terms of the Sub-Declaration, if applicable). The Association may rely upon a report from a licensed landscaper regarding cause of any loss of lawn or landscape. If the Owner notes any dead or dying landscape on Lots that is to be maintained by the Association (or Sub-Association, if applicable), the Owner should report that to the Association or its Managing Agent (or to the Sub-Association, if applicable) right away. The back yards of all Bungalow Lots shall be the responsibility of the Owner of such Lot. Owners may not change any landscaping in any area of a Lot where the Association provides maintenance.”

(b) Section 5.6 of the Declaration is hereby modified and amended to read in its entirety as follows:

“5.6 Disbursement of Association Funds. The Board of Directors shall have the exclusive right to authorize the Association to contract for all

goods, services, and insurance and to hold and disburse Association funds in payment therefor. The Sub-Association for Townhomes may elect to obtain and maintain policies of insurance covering the roof and exteriors of the Townhomes on behalf of Owners of Townhome Lots and the Sub-Association. In the event that the Sub-Association fails to obtain any required insurance coverage for Townhomes under the Sub-Declaration, the Association may (but is in no way obligated to) obtain such insurance coverage on behalf of the Townhome Lot Owners and Sub-Association, in which event the Association shall have the right to initiate an Insurance Assessment against Townhome Owners to cover or reimburse the Association for its costs and expenses in meeting premiums or deductibles on behalf of the Townhome Lots.”

(c) Section 5.8 is hereby modified and amended to add the following at the end of such Section 5.8:

“In the event the Sub-Association fails perform its maintenance obligations under the Sub-Declaration, or the Sub-Association fails to enforce the terms of the Sub-Declaration against any Owners and/or Lots affected by such Sub-Declaration, then upon thirty (30) days prior written notice of such failure and opportunity for the Sub-Association to cure such failure, the Association, upon action by the Board of Directors of the Association, shall have the right, but not the obligation, to perform such maintenance required under the Sub-Declaration or enforce the terms of the Sub-Declaration against any Owners and/or Lots affected by such Sub-Declaration on behalf of the Sub-Association, and levy an assessment against such Lot or Lots to recover the Association’s costs and expenses incurred in connection with such maintenance or enforcement action.”

(d) The first sentence of Section 6.4(b) of the Declaration is hereby modified and amended to read in its entirety as follows:

“Commencing on the recording of this Declaration, the regular annual assessment for Villa Lots shall be a minimum of **Nine Hundred and No/100 Dollars (\$900.00)** per Lot annually, Bungalow Lots, shall be a minimum of **One Thousand, One Hundred Fifty and No/100 Dollars (\$1,150.00)** per Lot, annually (being the combined base regular annual assessment of \$900.00 applicable to all Lots, plus the additional regular annual landscaping assessment of \$250.00 applicable to only the Bungalow Lots), and the regular annual assessment for Townhome Lots shall be **Nine Hundred and No/100 Dollars (\$900.00)** per Lot annually; the base regular annual assessment levied by the Association on all Lots (being initially \$900.00) shall at all times be the uniform as to all Lots and shall be based on the common expenses of the Association attributable to all Lots, and the additional regular annual landscaping assessment levied by the Association on Bungalow Lots (being initially \$250.00) shall at all times be uniform as to all Bungalow Lots and shall be based on the portion of the common expenses of the Association attributable to the landscaping and lawn maintenance by the Association on Bungalow Lots.”

(e) *Section 8.1(b)(ii)* of the Declaration is hereby deleted in its entirety and replaced as follows:

“(ii) Lots. EACH OWNER OF A LOT, DWELLING OR OTHER IMPROVEMENTS THEREON (OR THE SUB-ASSOCIATION ON BEHALF OF SUCH OWNER, AS MAY BE REQUIRED UNDER ANY SUB-DECLARATION APPLICABLE TO A LOT) WHICH ARE LOCATED ON LOTS SHALL BE SOLELY LIABLE AND RESPONSIBLE FOR OBTAINING ITS OWN POLICIES OF INSURANCE ON SUCH OWNER’S LOT, DWELLING OR OTHER IMPROVEMENTS. THE ASSOCIATION SHALL HAVE NO OBLIGATION TO CARRY CASUALTY INSURANCE ON ANY LOTS OR DWELLINGS OR OTHER IMPROVEMENTS LOCATED ON ANY LOTS FOR OR ON BEHALF OF ANY OWNER AND NO LIABILITY THEREFOR.”

(f) *Section 2.4.1* of Exhibit C of the Declaration is hereby modified and amended to read in its entirety as follows:

“2.4.1 Townhome Lots: The exterior wall materials for front, side, and rear elevations for Townhome Lots shall each be ninety percent (90%) brick or stone masonry, excluding doors, windows, and garage doors; provided, however, the exterior elevation of Townhomes parallel to an interior side Lot boundary line and facing each other (and not facing a Street or Common Area) may be board and batten. All other facade materials may be Stucco applied using a 3-coat system or Hardie-board/plank.”

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

4. 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.

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:

MM LEGENDS CROSSING, LLC,
a Texas limited liability company

By: MM Finished Lots Holdings, LLC,
a Texas limited liability company,
its Manager

By: MMM Ventures, LLC
a Texas limited liability company,
its Manager,

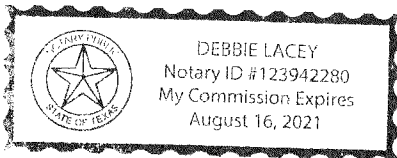
By: 2M Ventures, LLC,
a Delaware limited liability
company, its Manager

By: *Mehrdad Moayed*
Mehrdad Moayed,
Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayed, Manager of 2M Ventures, LLC, a Delaware limited liability company, the manager of MMM Ventures, LLC, a Texas limited liability company, the manager of MM Finished Lot Holdings, LLC, a Texas limited liability company, the manager of MM Legends Crossing, 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 in his capacity set forth above and on behalf of said limited liability company(ies).

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 17 day of Sept, 2020.



Debbie Lacey
NOTARY PUBLIC STATE OF TEXAS
Printed Name: _____
My commission expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE LAND

Being a tract of land out of the Nancy Coosey Survey, Abstract No. 319 and situated in the City of Irving, Dallas County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in February of 2018, said tract being the same tract of land described in the deed to Cowboys Center, Ltd. recorded in Volume 92249, Page 6187 of the Deed Records of Dallas County, Texas and also including the same tract of land described in the deed to Cowboys Center, Inc. recorded in Volume 92249, Page 6187 of said deed records and being more particularly described by metes and bounds as follows:

Beginning at a to a 1/2 inch capped steel rod set found for the southwest corner of said Cowboys tract (92249/6187), said rod being in the northerly right-of-way line of Valley Ranch Parkway East and also being the southeast corner of Lot 2, Block A, Valley Ranch – Phase V, 32nd Installment, an addition to the City of Irving, Texas according to the plat thereof recorded in Volume 90233, Page 1511 of the Map Records of Dallas County, Texas;

Thence North 01 degrees 01 minutes 18 seconds West with the westerly boundary line of said Cowboys tract (92249/6187) a distance of 655.22 feet to a 5/8 inch steel rod found for the northwest corner thereof;

Thence North 88 degrees 59 minutes 11 seconds East with the northerly boundary line of said Cowboys tract (92249/6187) a distance of 144.89 feet to a 1/2 inch "MILLER 5665" capped steel rod set in the southerly boundary line of said Cowboys tract (86190/3867) for the beginning of a curve to the right with a radius of 200.00 feet and whose chord bears North 76 degrees 45 minutes 56 seconds West at 98.45 feet;

Thence with said southerly boundary line and with said curve along an arc length of 99.47 feet and through a central angle of 28 degrees 29 minutes 46 seconds to a 1/2 inch "MILLER 5665" capped steel rod set for the end of said curve;

Thence North 62 degrees 36 minutes 02 seconds West continuing with said southerly boundary line a distance of 56.25 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the most westerly southwest corner of said Cowboys tract (86190/3867);

Thence North 01 degrees 01 minutes 18 seconds West with the westerly boundary line of said Cowboys tract (86190/3867) a distance of 137.30 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the northwest corner thereof;

Thence North 89 degrees 28 minutes 33 seconds East with the northerly boundary line of said Cowboys tract (86190/3867) a distance of 853.19 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the beginning of a curve to the right with a radius of 240.00 feet and whose chord bears South 62 degrees 01 minutes 26 seconds East at 229.04 feet;

Thence continuing with said northerly boundary line and with said curve along an arc length of 238.76 feet and through a central angle of 57 degrees 00 minutes 03 seconds to a 1/2 inch "MILLER 5665" capped steel rod set for the end of said curve;

Thence South 33 degrees 31 minutes 24 seconds East with the easterly boundary line of said Cowboys tract (86190/3867) a distance of 929.00 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the most easterly corner of said Cowboys tract (86190/3867), said rod being in the northwesterly right-of-way line of Cowboys Parkway and also being beginning of a curve to the right with a radius of 658.17 feet and whose chord bears South 43 degrees 19 minutes 06 seconds West at 91.97 feet;

Thence with said northwesterly right-of-way line and with said curve along an arc length of 92.05 feet and through a central angle of 08 degrees 00 minutes 47 seconds to a 1/2 inch "MILLER 5665" capped steel rod set;

Thence South 44 degrees 40 minutes 17 seconds West continuing with said northwesterly right-of-way line a distance of 443.11 feet to a 1/2 inch capped steel rod found for the beginning of a curve to the right with a radius of 150.00 feet and whose chord bears South 52 degrees 05 minutes 23 seconds West at 38.73 feet;

Thence continuing with said northwesterly right-of-way line and with said curve along an arc length of 38.84 feet and through a central angle of 14 degrees 50 minutes 12 seconds to a 1/2 inch capped steel rod found for the beginning of a curve to the left with a radius of 150.00 feet and whose chord bears South 52 degrees 05 minutes 23 seconds West at 38.73 feet;

Thence continuing with said northwesterly right-of-way line and with said curve along an arc length of 38.84 feet and through a central angle of 14 degrees 50 minutes 12 seconds to a 1/2 inch "MILLER 5665" capped steel rod set for the end of said curve;

Thence South 44 degrees 39 minutes 56 seconds West continuing with said northwesterly right-of-way line a distance of 349.90 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the beginning of a curve to the right with a radius of 19.50 feet and whose chord bears South 89 degrees 40 minutes 19 seconds West at 27.58 feet;

Thence continuing with said northwesterly right-of-way line and with said curve along an arc length of 30.63 feet and through a central angle of 90 degrees 00 minutes 45 seconds to a 1/2 inch capped steel rod found for in the easterly right-of-way line of said Valley Ranch Parkway East;

Thence North 45 degrees 19 minutes 19 seconds West with said easterly right-of-way line a distance of 707.36 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the beginning of a curve to the left with a radius of 905.00 feet and whose chord bears North 58 degrees 08 minutes 39 seconds West at 401.69 feet;

Thence continuing with said easterly right-of-way line and with said curve along an arc length of 405.06 feet and through a central angle of 25 degrees 38 minutes 41 seconds to the point of beginning and containing 36.692 acres of land, more or less.

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

Instrument Number: 202000258733

eRecording - Real Property

Recorded On: September 23, 2020 10:21 AM

Number of Pages: 8

" Examined and Charged as Follows: "

Total Recording: \$50.00

******* 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: 202000258733
Receipt Number: 20200923000359
Recorded Date/Time: September 23, 2020 10:21 AM
User: Lynn G
Station: CC18

Record and Return To:

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", is written over the printed name of John F. Warren.