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After recording, return to: Rolling Creek Ranch Homeowners' Association, Inc. c/o Essex Association Management, LP 1512 Crescent Drive, Suite 112 Carrollton, Texas 75006

STATE OF TEXAS \$ \$ KNOW ALL PERSONS BY THESE PRESENTS: COUNTY OF PARKER \$

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROLLING CREEK RANCH

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROLLING CREEK RANCH (this "<u>Amendment</u>") is made and entered by MM Aledo 118, LLC, a Texas limited liability company, (the "<u>Declarant</u>"), as of the 11th day of April, 2024.

WHEREAS, on August 30, 2023, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Rolling Creek Ranch recorded on August 30, 2023, as Document No. 202322952, of the Official Public Records of Parker County, Texas, as may be now or hereinafter supplemented, modified or amended (the "Declaration");

WHEREAS, in accordance with the terms of the Declaration, including, without limitation, Section 7.1 and Appendix B.3.4 of the Declaration, the Declarant may amend the Declaration for any reason; and

WHEREAS, the Declarant desires to amend the Declaration as more specifically set forth in this Amendment.

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

1. <u>Defined Terms</u>. Unless otherwise defined in this Amendment or the context otherwise requires, each term used in this Amendment 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. The first sentence of <u>Section 8.12.3</u> is hereby modified and amended to read in its entirety as follows:

"At time of transfer of a Lot by any Owner (other than by Declarant or by any Builder), an "Operating Reserve Fund Contribution" (herein so called) shall be paid to the Association in the amount of SIX HUNDRED TWENTY-FIVE AND NO/100 DOLLARS (\$625.00), as may be increased annually by action of the Board by an additional amount equal to up to fifty percent (50%) of the Operating Reserve Fund Contribution collected in the prior calendar year without joinder or consent of any other Owner or Member."

3. The second sentence of <u>Section 9.4.1</u> (related to Assessments) is hereby modified and amended to read as follows:

"The Regular Assessment has been initially set at ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$1,250.00) per Lot per year."

4. The first sentence of <u>Appendix C</u>, <u>Section 2.1.1</u> is hereby modified and amended to read in its entirety as follows:

"The minimum square footage of air conditioned living space of a Residence shall be two thousand four hundred (2,400) square feet (excluding garage, porch and patio areas) and otherwise conform to County and City requirements and the Plat."

- 5. The first sentence of <u>Appendix C, Section 2.2.1</u> is hereby modified and amended to read as follows:
 - "2.2.1 <u>Sod/Irrigation</u>. Each Lot shall have sod installed around each Residence in the areas that are 30' or more from the Residence's foundation on all sides, with the exception of any paved areas of the Lot."
- 6. Appendix C, Section 2.2.2 (related to trees on each Lot) is hereby modified and amended to read in its entirety as follows:
 - "2.2.2 Trees: The Lots are generally heavily wooded, and no trees shall be required to be installed on a Lot in connection with the initial construction of a Residence unless otherwise required under Applicable Law. The Association shall maintain all landscaping within Common Areas of the Subdivision and each Owner shall be responsible for maintenance and/or replacement (as may be required under Applicable Law) of any tress located on such Owner's Lot. All trees installed on a Lot or Common Areas to meet the landscaping requirements applicable to a Lot under Applicable Law for such Lot shall be selected from approved shade trees under any applicable Governmental Requirements. Trees located on corner Lots which may impede line of sight must maintain a canopy a minimum of nine (9) feet above grade. Owner shall promptly tend to any trees on an Owner's Lot upon signs of distress in trees or of need for trimming."

- 7. 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.
- 8. <u>Headings</u>. 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 ALEDO 118, LLC, a Texas limited liability company

By: MMM Ventures, LLC,

a Texas limited liability company its Sole Managing Member

By: 2M Ventures, LLC,

a Delaware limited liability company,

its Manager

Name: Mehrdad Moayedi

Its: Manager

STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moavedi, 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 Aledo 118, 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.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

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Fee: \$37.00

Lila Deakle, County Clerk Parker County, Texas

AMENDMENT