

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.**

After recording, return to:  
Prosper Falls Homeowners Association, Inc.  
c/o Essex Association Management, LP  
Attention: Ron Corcoran  
1512 Crescent Drive, Suite 112  
Carrollton, Texas 75006

STATE OF TEXAS                    §  
  §        KNOW ALL PERSONS BY THESE PRESENTS:  
COUNTY OF COLLIN            §

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROSPER FALLS HOMEOWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PROSPER FALLS (this "Amendment") is made and entered by PROSPER FALLS DEVELOPMENT, LLC, a Texas limited liability company (the "Declarant"), as of the 4<sup>th</sup> day of June, 2020.

WHEREAS, on March 23, 2017, PROSPER FALLS DEVELOPMENT, LLC., a Texas limited liability company ("Declarant") executed that certain Declaration of Covenants, Conditions and Restrictions for Prosper Falls recorded on March 23, 2017, as Document No. 20170323000373200, in the Official Public Records of Collin County, Texas (the "Original Declaration");

WHEREAS, the Declaration affects all of the real property and improvements located within land described on that certain subdivision plat or plats which plat(s) are recorded in the map or plat records of Collin County, Texas and any map or plat of the real property to be included as part of the subdivision known as "Prosper Falls" (the "Property");

WHEREAS, Declarant, per Article VII, Section 7.1 Declarant at any time within seven (7) years from the date this Declaration is filed of record, amend the Declaration for any reason without the consent or joinder of any Party and without the need to call a meeting; and

WHEREAS, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration as more specifically provided in this Amendment.

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

1. Defined Terms. 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. Amendment(s) to Declaration. The Declaration is hereby modified and amended as follows:

a. Section 6.1 Special Enforcement Rights of the Board of the Association is hereby amended to add the following sentence to the end of that Section:

“In the event of an emergency or should the Board deem any violation as one that is considered to threaten the health, safety, and welfare of any person, place, or thing the Board may take immediate actions to abate such a violation without the benefit of notice to the Owner. Notwithstanding, if time allows depending upon the nature of the violation, the Board shall attempt contact with the violating Owner by phone, e-mail, or by posting a notice to the front door of the Owner’s residence. Should the abatement of a violation considered to be an emergency or poses threat to the health, safety, and welfare of any person, place, or thing require entry onto an Owner’s Lot or in an extreme circumstance, into an Owner’s home, the Association, its Board of Directors, the Declarant, and any Agent, Successor, or Assign shall not be considered to have trespassed.”

b. Section 2.6 (a) is hereby deleted in its entirety and replaced as follows:

“No temporary or permanent structure or item of any kind or nature will be permitted on any Lot without the express written consent of the Declarant or the ACC. At the Declarant’s sole discretion or at the discretion of the ACC, the following may be allowed upon written consent so long as the structure or item cannot be seen over the fence line and the item is placed to the back of the Home and within a fenced yard: (i) small dog houses, small greenhouses or vegetable gardens, and other low profile items not visible to adjoining Lots or Residences and which do not constitute any form of threat to drainage flow or the health, safety, and welfare of the Owners, any surrounding Residents or any property.

Height of any permanent or temporary structure requested to be added to the home or Lot shall be at the sole discretion of the ACC. As a general rule, structures shall not be more than two or two and one-half feet over the top of the fence line if a detached structure of any kind and must be positioned to the back of the home or in an area that is going to be the least visible. Requests for structures greater than two and one-half feet in height or requests for placement of any structure or item anywhere other than the back of a Home or Lot shall be considered on a case by case basis by the ACC. The ACC is under no obligation to approve any structure that is considered excessive in height or can be seen from the front of the home or street. As a general rule, no structure visible in any manner shall be allowed on the sides of the home whether within a fenced area or not. Should the placement of an item or structure result in any kind of complaint, hazard, discord, aesthetic disharmony, or the like for which the ACC or the Association is required to intervene, the immediate and permanent removal at the sole cost and expense of the Owner may be required. Failure to comply with any request from the ACC may result in monetary fines for non-compliance and/or a notice of violation filed against the property with the Collin County Clerk’s Office.

The approval or issuance of one variance to an Owner in no way obligates the ACC to make the same concession or give the same variance consideration to another Owner.

A Builder or contractor may have temporary improvements (such as a sales office and/or construction trailer) on a given Lot during construction of the residence on that Lot or on a different Lot as agreed to between the Builder or contractor and Declarant and/or as otherwise set out in the Design Guidelines. At the Declarant's sole discretion, special allowances may be given to Builders or Contractors in association with the construction and marketing of Lots and residences constructed on Lots. The Board, the ACC nor any Member interfere with or attempt to set rules or regulations against Builders or Contractors that would prohibit or interfere with their ability to perform and complete their work. Rules regarding construction hours, cleanliness of Lots under construction and similar other rules may be adopted however, no such authority shall be given to or exercised by the Association during the Declarant Control Period without the Declarant's express written consent. No building material of any kind or character shall be placed or stored upon the Property until the Owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the Lot upon which the improvements are to be erected."

**c.** Exhibit "C", Section 1.1 Landscaping and more particularly, the following sentence is added at the end of Section 1.1.1:

"Artificial turf is not allowed as a ground cover. Artificial turf may be allowed in limited quantities for things such as putting greens or dog runs, notwithstanding, any such allowance shall be by written consent of the ACC."

**d.** Exhibit "C", Part Two, Section 2.1 and more particularly Section 2.1.2 Roofing Materials is hereby deleted in its entirety and replaced as follows:

"2.1.2 Roofing Materials: Roofing materials shall be asphalt shingles with a minimum 30-year rated shingle having a minimum weight of 220 pounds per square (100 square feet). Approved colors for shingles are weather wood or similar brown tones and gray colored shingles. Charcoal gray and black shingles may be allowed only upon written consent from the ACC only. All other roofing materials and colors may not be used without the express written consent of the ACC."

**e.** Exhibit "C", Section 2.2 Certain Roofing Materials, more particularly, Section 2.2.1 is hereby amended as follows:

"2.2.1 Roofing shingles covered by this Section are exclusively designed to be wind and hail resistant and generally designed to be greater than customary composite shingles."

**f.** Exhibit "C", Section 2.4 Exterior Walls and more particularly, Section 2.4.1 is amended to add the following sentence at the end:

"During the Declarant Control Period, the Declarant only may approve the use of white painted brick as an architectural enhancement on a new construction dwelling. All such

approvals shall be in writing and signed by the Declarant or an authorized Representative. No other paint color shall be allowed and any violation of this rule shall result in a fine to the violating party in an amount of not less than \$1,000.00 and a notice of violation filed against the property with the Collin County Clerk's Office. After the Declarant Control Period the ACC shall have the sole authority to approve or disapprove the use of painted brick. Any approval issued by the Declarant is perpetual in nature and may not be revoked."

3. 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.

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:**

Prosper Falls Development, LLC,  
a Texas limited liability company

By: CADG Prosper Falls 85, LLC,  
a Texas limited liability company  
Its Manager

By: CADG Holdings, LLC,  
a Texas limited liability company  
Its Sole Member

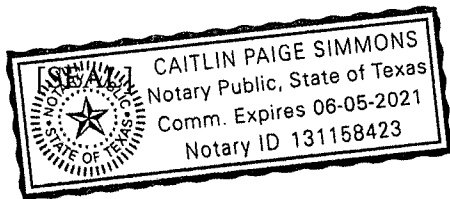
By: MMM Ventures, LLC,  
a Texas limited liability company  
Its Manager

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

By: [Signature]  
Name: Mehrdad Moayed  
Its: Manager

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on the 5 day of JUNE, 2020, by Mehrdad Moayed, the Manager of 2M Ventures, LLC, a Delaware limited liability company, the Manager of MMM Ventures, LLC, a Texas limited liability company, the Sole Member of CADG Holdings, LLC, a Texas limited liability company, the Manager of CADG Prosper Falls 85, LLC, a Texas limited liability company, the Manager Prosper Falls Development, LLC, a Texas limited liability company, on behalf of said entity, and in the capacity herein stated.



[Signature]  
Notary Public, State of Texas

My Commission Expires 06-05-2021



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
06/08/2020 09:50:10 AM  
\$46.00 DFOSTER  
20200608000842660

*Stacey Kemp*