

Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2023-0031912

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FILED AND RECORDED - REAL RECORDS	CLERKS COMMENTS
<p>On: 11/14/2023 at 12:57 PM</p> <p>Document Number: <u>2023-0031912</u></p> <p>Receipt No: <u>23-29798</u></p> <p>Amount: \$ <u>38.00</u></p> <p>Vol/Pg: <u>V:8291 P:269</u></p>	<p>E-RECORDING</p>



STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Leslie, Deputy

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.

Record and Return To:

SILVER STAR TITLE, LLC DBA SENDERA TITLE
1409 SUMMIT AVENUE
FORT WORTH, TX 76102



been specifically defined in the Declaration shall have the same meaning herein as given to such term in the Declaration.

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

(a) The “Declarant” as defined in Section 1.16 of the Declaration was erroneously defined as “Bloomfield Homes L.P.” Bloomfield Homes L.P. has never owned any portion of the Property and was never intended to be the “Declarant” under the Declaration, and Declarant is and at the time of the recordation of the Declaration was the sole owner and intended “Declarant” under the terms of the Declaration. In this regard, Section 1.16 of the Declaration is hereby modified and amended to read in its entirety as follows:

“ 1.16 “**Declarant**” means MM Forney 69, LLC, and its successors and assigns as provided in Section 12.12 hereof.”

(b) The initial annual assessment to be levied by the Association shall be Nine Hundred and No/100 Dollars (\$900.00) per Lot per year for the 2023 calendar year, subject to increase effective 2024 and subsequent years. In this regard, Section 4.2 of the Declaration is hereby modified and amended as follows:

“ 4.2 Rate of Assessments. Both annual assessments and special assessments shall be fixed at a uniform rate for all Lots, regardless of a Lot's location or size or the value of the Dwelling thereon. The initial annual assessment to be levied by the Association for the 2023 calendar year shall be Nine Hundred and No/100 Dollars (\$900.00) per Lot per year.”

(c) Section 4.4 of the Declaration is hereby modified and amended, and replaced in its entirety with the following:

“ 4.4 Annual Assessment - Increases. The annual assessment may be increased by the Board, provided that the Board gives written notice of the increase to the Members at least thirty (30) days in advance of the effective date of such increase. No vote or other approval shall be required for the increase to be effective unless the increase is more than twenty-five percent (25%) of the prior annual assessment. If the increase is more than twenty-five percent (25%), then such increase will automatically become effective unless at least sixty-seven percent (67%) of the votes of Members entitled to be cast disapprove the increase by petition or at a meeting of the Association, provided that the vote occurs, and the Board receives evidence thereof within sixty (60) days of the date of the increase notice. Notwithstanding the foregoing, in the event that either (i) the Board determines that due to unusual circumstances the maximum annual assessment even as increased by twenty-five percent (25%) will be insufficient to enable the Association to pay the Common Expenses, or (ii) the Assessment increases resulting in an increase in excess of twenty-five percent (25%) above the previous year's annual assessment, then in such event, the Board shall have the right to increase the maximum annual assessment by the

amount necessary to provide sufficient funds to cover the Common Expenses without the approval of the Members as provided herein; provided, however, the Board shall only be allowed to make one (1) such increase per calendar year pursuant to this Section 4.4.”

3. 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.

4. 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 Forney 69, 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: 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 Forney 69, 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 2nd day of November, 2023.

Matthew Dawson
Notary Public in and for the State of Texas

[SEAL]

