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Essex Association Management, L.P.
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STATE OF TEXAS §
 § KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF COLLIN §

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEWIS PARK ESTATES HOMEOWNER'S ASSOCIATION, INC.

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LEWIS PARK ESTATES (this "Amendment") is made and entered by CADG LEWIS PARK, LLC, a Texas limited liability company, (the "Declarant"), as of the 1st day of February, 2019.

WHEREAS, on February 9, 2016 the Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Lewis Park Estates recorded on February 10, 2016 as Document No. 20160210000158160, in the Official Public Records of Collin County, Texas, as may be modified, amended and supplemented now and hereafter from time to time (as so modified, amended and/or supplemented, (the "Declaration");

WHEREAS, in accordance with Section 8.6 of the Declaration, for as long as Declarant owns property subject to the terms of the Declaration, the Declarant has the right at any time, in its sole discretion without joinder of the Board, the Association, or the other Owners to unilaterally amend this Declaration as deemed necessary, desirable, in the Declarant's sole judgment for any purpose including, but not limited to, correcting errors, ambiguities, omissions, and to cause the Declaration to be in compliance with any city or other governmental requirement, by any instrument in writing duly signed, acknowledged, and filed for record in Collin County, Texas;

WHEREAS, the Declarant owns property subject to the terms of the Declaration;

WHEREAS, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration for the purpose of clarification of ambiguities, to correct errors and/or omissions, or as Declarant deems necessary in Declarant's sole judgment and 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. Amendments. (a) The Declaration is hereby modified and amended to be effective as of February 1, 2019 as follows:

“ **ARTICLE 6, SECTION 6.4**

“ **SPECIAL PURPOSE ASSESSMENTS**

“ Section 6.4 (a) Special Purpose Assessments is hereby modified and amended in its entirety to read as follows:

“(a) Special Purpose Assessments. The Association may impose Special Assessments (“**Special Purpose Assessments**”) to make capital improvements to the Common Area(s), maintain, repair, or replace Common Elements owned or maintained by the Association, to satisfy its indemnity obligations under the Bylaws, or for any purpose as may be deemed appropriate by the Board of Directors to include a means by which the Association may fund a shortfall during any fiscal year when the Assessments collected prove insufficient to meet the Association’s ongoing expenses, obligations, and/or the maintenance and repair needs of the Association whether a budgeted expense or not. Special Purpose Assessments in any calendar year may be assessed in an amount equal to the then current annual assessment rate and do not require the approval of the Owners. The amount thereof imposed upon each Lot shall be uniform. Owners shall be noticed of any Special Purpose Assessment and the purpose for such Special Purpose Assessment at least fifteen (15) days prior to levying the Special Purpose Assessment. At the Board’s sole discretion, a Special Purpose Assessment may be paid in installments and the due date(s) shall be those due date(s) as determined by the Board. Special Purpose Assessments not paid when due shall be subject to the same collection remedies as Regular Annual Maintenance Assessments.”

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 any one 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 1st day February, 2019.

EXECUTED as of this 20th day of February, 2019.

DECLARANT:

CADG Lewis Park, LLC,
a Texas limited liability company

By: 2M Strategic Investments,
a Texas limited liability company
Its Sole Managing Member

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

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

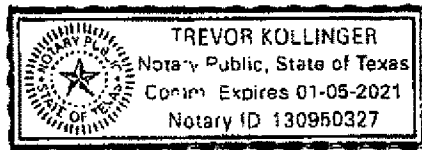
By: [Signature]
Name: Mehrdad Moayed
Title: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayed, Manager of 2m Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of 2M Strategic Investments, LLC, as Sole Managing Member of CADG Lewis Park, LLC, a Texas limited liability company, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed on behalf of said company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 20 day of February, 2019.

[SEAL]



[Signature]
Notary Public, State of Texas



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
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[Signature]