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After recording, return to:
Villages of Prairie Commons Homeowner's Association, Inc.
c/o Essex Association Management, L.P.
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
VILLAGES OF PRAIRIE COMMONS HOMEOWNER'S ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VILLAGES OF PRAIRIE COMMONS HOMEOWNER'S ASSOCIATION, INC. (this "Amendment") is made and entered by MM PLANO 54, LLC., a Texas limited liability company (the "Declarant"), as of the 1st day October, 2017.

WHEREAS, on September 13, 2017, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Villages of Prairie Commons Homeowner's Association, Inc. recorded on September 13, 2017, as Document No. 20170913001228890, in the Official Public Records of Collin County, Texas (the "Original Declaration"), which Declaration encumbers the real property described therein with the covenants, conditions and restrictions set out therein (the "Property"); and

WHEREAS, pursuant to its rights as Declarant under the Declaration, including, without limitation, Section 16.4 of the Declaration, Declarant desires to amend and modify certain covenants, conditions and restrictions set forth in the Declaration, as more specifically provided in this Amendment to, among other things, correct certain technical, typographical and/or scrivener's errors in the Declaration.

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 to Declaration.

(b) **Sections 8.11.1 and 8.11.3 of the Declaration are hereby modified and amended to read in their entirety as follows:**

“Section 8.11.1 Resale Certificate.

“The Board may, at its sole discretion, enter into a contract with a managing agent to oversee the daily operation and management of the Association. The managing agent may, and probably will, have fees, which will be charged to an Owner for the transfer of a significant estate or fee simple title to a Lot and the issuance of a “Resale Certificate” (herein so called). The Association or its managing agent shall not be required to issue a Resale Certificate until payment for the cost thereof has been received by the Association or its agent. Transfer fees and fees for the issuance of a Resale Certificate **shall in no event exceed \$750.00 for each home being conveyed** and are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments, and are in addition to any contribution to the Reserve Fund pursuant to Section 8.11.3 hereof. This Section does not obligate the Board or any third party to levy such fees. This Section may not be amended at any time for the purpose of removing or amending the Managing Agent’s right to collection of fees applicable to the Managing Agent’s services related to issuance of a Resale Certificate including, but not limited to Transfer Fees, or any other fees associated with the issuance of a Resale Certificate.”

“Section 8.11.3 Reserve Fund Contributions.

“At time of transfer of a Lot by any Owner (other than by Declarant or Builder), a Reserve Fund Contribution (herein so called) shall be paid to the Association in the amount of **three hundred fifty and No/100 Dollars (\$350.00)**. Reserve Fund contributions shall be deposited in the Association’s operating account or a non-restricted account created to house the Reserve Fund contributions. The Reserve Fund contributions may be paid by the seller or buyer, and will be collected at closing of the transfer of a Lot, provided in no event shall any Reserve Fund contribution be due or owing in connection with a transfer by Declarant. During the Declarant Control Period the Declarant has the sole right to determine if a Reserve Fund contribution will be charged in special or extenuating circumstances such as, but not limited to, transfer of title from a parent to a child or transfer of title in the event of death. No fees shall be charged to the Association for transfer of a title to the Association. If the Reserve Fund contribution is not collected at closing, the buyer remains liable to the Association for the Reserve Fund contribution until paid and the Association shall have the right to levy the Reserve Fund contribution to the buyer’s account for collection. The Reserve Fund contribution is not refundable and may not be regarded as a prepayment of or credit against regular assessments or special assessments. Reserve Fund contributions may be used for the maintenance and upkeep of any area of the grounds, common areas, areas of common responsibility or any portion of the development, at any time and from time to time, as needed as long as the Association is the responsible party for said maintenance and upkeep. In addition to the foregoing but still considered an assessment hereunder, the Association or its managing agent may charge a reasonable transfer fee and a reasonable fee for producing a Resale Certificate and documents of the Association as required under the Texas Property Code and/or pursuant to the terms of this Declaration..

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

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 PLANO 54, 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

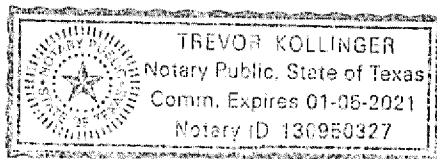
By: *Mehrdad Moayedi*
Name: Mehrdad Moayedi
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, Trevor Kollinger, a Notary Public, on this day personally appeared Mehrdad Moayedi, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of Manager of 2M Ventures, LLC, the Manager of MMM Ventures, LLC., a Texas limited liability company, as Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 19 day of October, 2017.

[SEAL]



T. Kollinger
Notary Public, State of Texas
Trevor Kollinger
Printed name of Notary

My Commission Expires: 01-05-21



Filed and Recorded
Official Public Records
Stacey Kemp, County Clerk
Collin County, TEXAS
10/20/2017 12:18:21 PM
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Stacey Kemp