

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.

(a) **Section 2.2 Single-Family Use** is hereby amended and modified to add the following sentence to the last paragraph thereof:

“Section 2.2”

“The Board of Directors may, at any time and from time to time, create, amend, or rescind rules with regard to leasing and occupancy. Said rules may be done by Board Resolution and shall be enforceable upon all Members save and except Declarant and Builders.

(b) **Section 2.5 (a) Uses Specifically Prohibited** is hereby deleted in its entirety and modified to read as follows:

“Section 2.5(a)”

**“Effective with the recording of this Amendment No dwelling, shop, storage building, trailer or mobile home of any kind or any other improvement of a temporary or permanent character shall be permitted on any Lot without the express written permission of the Architectural Control Committee.** All structures, regardless of the type must be approved prior to construction or installation. Height and size limits will apply to most structures and as a general rule, no structure will be allowed to exceed more than two (2) feet over the fence line notwithstanding this rule may be waived by the Architectural Control Committee for some attached or unattached structures such as, but not limited to, children’s playhouses or playsets, an extension of a covered patio or installation of a pergola or gazebo. Furthermore, it shall be that all structures are to be limited to the back yard of a Lot/Home; uses on the sides of the home, including side areas of the home located within the fenced in area of a back yard will be strictly limited and subject to the sole discretion of the Architectural Control Committee, especially if the structure shall be visible from the front of the home, a corner Lot, or any major thoroughfare. A Builder or a 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 as agreed to between the Builder or Contractor and Declarant and/or as otherwise set out in the Design Guidelines or approved in writing by the Architectural Control Committee and/or the Declarant. Except for certain structures such as children’s playhouses, playsets, green houses, gazebos, and small storage buildings or sheds, no building previously constructed elsewhere shall be moved onto any Lot without the express written consent of the Architectural Control Committee, it being the intention that only new construction be placed and erected thereon. 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.”

(b) **Section 2.5 (j)** is hereby deleted in its entirety and this Section shall be “Reserved.”

“Section 2.5(j)”

“Reserved.”

(c) **Exhibit “C” Section 1.2 Fences** of the Declaration of Covenants, Conditions and Restrictions and more particularly its subsection **1.2.1 Major thoroughfares and Corner Lots** is hereby deleted in its entirety and modified to read as follows:

“1.2.1”

“All fencing on corner Lots and backing up to major thoroughfares will be considered major thoroughfare fencing. Fencing which shall be board-on-board, six-feet (6’) with a cap, and pre-stained spruce fence with steel posts which shall be mounted on the inside so as not to be visible, and wall construction which shall comply with the details as indicated in Exhibit Attachment 1.2.1.1. All such fencing facing major thoroughfares or corner Lots shall be stained and preserved as follows:

Manufacturer: Sherwin Williams

Color: Banyan Brown – or similar color acceptable to ACC.

Standard Paint

Color: Sable Brown – or similar color acceptable to ACC.

Seal Rite

Color: Medium Brown – or similar color acceptable to ACC

From time to time use of an eight-foot (8’) fence in lieu of six-foot (6’) fence may be allowed notwithstanding, no eight-foot (8’) fencing shall be permitted without the express written consent of the Declarant during the Declarant Control Period and the Architectural Control Committee. After the Declarant Control Period the Architectural Control Committee shall have the sole authority to determine if eight-foot (8’) fencing shall be permissible. Any such fencing will require submission of an Architectural Application for Modification and written approval.”

**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:**

CTMGT Frontier 80, LLC.,  
a Texas limited partnership

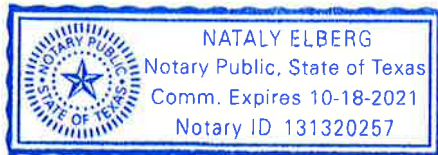
By: [Signature]  
Name: Mehrdad Moayed  
Its: Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

Before me, Nataly Elberg, a Notary Public, on this day personally appeared Mehrdad Moayed, 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 CTMGT Frontier 80, LLC, a Texas limited partnership, as its Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 31 day of May, 2018.

[SEAL]



[Signature]  
Notary Public, State of Texas  
Nataly Elberg  
Printed name of Notary

My Commission Expires: 10/18/2021

EXECUTED to be effective as of the date written above.

DECLARANT:

CTMGT Frontier 80, LLC.,  
a Texas limited partnership

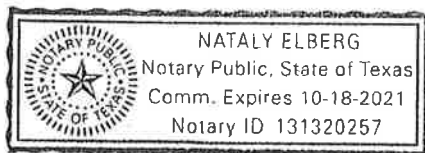
By: [Signature]  
Name: Mehrdad Moayedi  
Its: Manager

STATE OF TEXAS     §  
                             §  
COUNTY OF DALLAS   §

Before me, Nataly Elberg, 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 CTMGT Frontier 80, LLC, a Texas limited partnership, as its Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 31 day of May, 2018.

[SEAL]



[Signature]  
Notary Public, State of Texas  
Nataly Elberg  
Printed name of Notary

My Commission Expires: 10/18/2021



Filed and Recorded  
Official Public Records  
Stacey Kemp, County Clerk  
Collin County, TEXAS  
06/01/2018 12:02:02 PM  
\$42.00 CJAMAL  
20180601000672680

[Signature]

Denton County  
Juli Luke  
County Clerk

ORIGINAL

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Instrument Number: 62841

ERecordings-RP

AMENDMENT

Recorded On: June 01, 2018 11:12 AM

Number of Pages: 6

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" Examined and Charged as Follows: "

Total Recording: \$46.00

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\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

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.

**File Information:**

Document Number: 62841  
Receipt Number: 20180601000281  
Recorded Date/Time: June 01, 2018 11:12 AM  
User: Darcey B  
Station: Station 21

**Record and Return To:**

eRx



STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX

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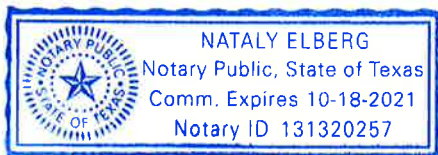
By:   
Name: Mehrdad Moayed  
Its: Manager

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

Before me, Nataly Elberg, a Notary Public, on this day personally appeared Mehrdad Moayed, 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 CTMGT Frontier 80, LLC, a Texas limited partnership, as its Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 31 day of May, 2018.

[SEAL]



Notary Public, State of Texas  
Nataly Elberg  
Printed name of Notary  
My Commission Expires: 10/18/2021