

**Denton County
Juli Luke
County Clerk**

Instrument Number: 118758

ERecordings-RP

AMENDMENT

Recorded On: November 03, 2023 01:59 PM

Number of Pages: 6

" Examined and Charged as Follows: "

Total Recording: \$46.00

******* 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: 118758
Receipt Number: 20231103000350
Recorded Date/Time: November 03, 2023 01:59 PM
User: Sarah N
Station: Station 35

Record and Return To:

Simplifile



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

WHEREAS, on June 25, 2017, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Sutton Fields Homeowners Association, Inc. recorded on July 28, 2017, as Document No. 2017-77463, in the Official Public Records of Denton County, Texas, as modified and amended by that certain Amendment to Declaration of Covenants, Conditions and restrictions for Sutton Fields dated October 3, 2017, and recorded on October 5, 2017 as Document No. 2017-123471 in the Official Public Records of Denton County, Texas, as corrected by that certain Amendment to Declaration of Covenants, Conditions, and Restrictions for Sutton Fields (Correction) dated October 3, 2017, and recorded on April 3, 2018 as Document No. 2018-37152, in the Official Public Records of Denton County, Texas, and as further modified by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sutton Fields dated March 20, 2018, to be effective as of June 21, 2017, recorded on March 21, 2018 as Instrument No. 2018-31260, of the Official Public Records of Denton County, Texas, as corrected by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sutton Fields (Correction) dated March 20, 2018, to be effective as of June 25, 2017, recorded on April 3, 2018 as Instrument No. 2018-37153, of the Official Public Records of Denton County, Texas, and by that Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Sutton Fields Homeowner's Association, Inc., Aubrey, Texas, dated January 4, 2023, recorded on January 9, 2023 under Instrument No. 2246, of the Official Public Records of Denton County, Texas, as corrected by the Correction Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Sutton Fields Homeowners Association, Inc., dated March 21, 2023, and recorded on March 22, 2023 under Instrument No. 27727; and by that Amendment to Declaration of Covenants, Conditions and Restrictions for Sutton Fields dated March 27, 2023, recorded on March 28, 2023 under Instrument No. 29901, of the Official Public Records of Denton County, Texas (as modified and amended, the "Declaration");

WHEREAS, the Declaration affects all of the real property and improvements located within that certain 479.839 net acres of land described on Exhibit A (as amended) of the Declaration (the “Property”);

WHEREAS, Declarant owns at least one (1) Lot within the Property and the Declarant Turnover Date has not occurred and the Development Period has not yet expired, and thereby, and in accordance with Declarant’s rights under the Declaration (including, without limitation, Section 13.1 thereof and Section B.3.4 of Appendix B thereof), Declarant has the right to amend, modify and/or supplement the Declaration;

WHEREAS, Declarant desires to amend, modify and supplement certain covenants, conditions and restrictions set forth in the Declaration and/or Design Guidelines, 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) Section 9.1 of Initial Common Properties is hereby amended to add Section 9.1.1 as follows:

“9.1.1 Perimeter Fencing: The ornamental metal fencing and/or concrete or masonry wall located within Lot 34X of Sutton Fields Phase 4B (as shown on the Final Plat thereof recorded as Document No. 2021-102 and herein referred to as “**Phase 4B**”) along the western-most southern boundary of such Phase 4B, and located within Lot 39X of Phase 4B along the eastern-most western boundary of such Phase 4B as shown on the Final Plat of Phase 4B (the “**Perimeter Wall and Fencing**”) and as constructed by the Association shall be considered and included as part of the Common Properties to be maintained by the Association. As such and as noted above, this Perimeter Wall and Fencing shall be maintained and repaired by the Association as part of the Common Properties. The general location of such Perimeter Wall and Fencing is shown on **Schedule 9.1.1** attached hereto and incorporated herein by reference.”

(b) The Declaration is hereby modified and amended to add **Schedule 9.1.1** attached hereto as a new **Schedule 9.1.1** of the Declaration.

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.

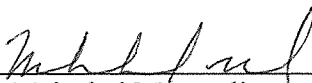
DECLARANT:

CADG Sutton Fields, LLC,
a Texas limited liability company

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

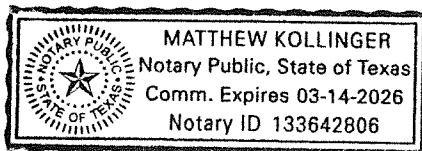
By: MMM Ventures, LLC,
a Texas limited liability company,
Its Manager

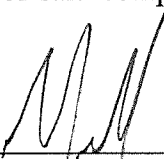
By: 2M Ventures, LLC,
a Delaware limited liability company,
Its Manager

By: 
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 3 day of November, 2023, by Mehrdad Moayed, known to me to be the Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of CADG Holdings, LLC, as Sole Member of CADG Sutton Fields, LLC, a Texas limited liability company on behalf of said company, and in the capacity herein stated.




Notary Public, State of Texas

Depiction of Perimeter Wall and Fencing (Phase 4B)

