

**THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE  
VILLAGES OF HURRICANE CREEK**

THIS Third Amendment to the Declaration of Covenants, Conditions and Restrictions for The Villages of Hurricane Creek (this "Amendment") is made by CADG Hurricane Creek, LLC, a Texas limited liability company (the "Declarant"), and is as follows:

**WHEREAS**, Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for The Villages of Hurricane Creek, recorded as Document No. 20201211002234640 of the Official Public Records of Collin County, Texas, as amended by that certain Supplement and Amendment to Declaration of Covenants, Conditions and Restrictions for The Villages of Hurricane Creek, recorded as Document No. 2023000050558 of the Official Public Records of Collin County, Texas, and as amended by that certain Second Supplement of and Amendment to Declaration of Covenants, Conditions and Restrictions for The Villages of Hurricane Creek, recorded as Document No. 202300118318 of the Official Public Records of Collin County, Texas, as same may be amended and supplemented from time to time (collectively, the "Declaration"); and

**WHEREAS**, LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership ("Lennar") is the owner of a portion of the land subject to the Declaration (the "Property") and executes this Amendment to evidence its consent to subject the Property to the terms and provisions of the Declaration; and

**WHEREAS**, by terms of said Declaration, the Property was placed within the jurisdiction of THE VILLAGES OF HURRICANE CREEK HOMEOWNERS ASSOCIATION, INC., a Texas non-profit corporation (the "Association"); and

**WHEREAS**, pursuant to Section 7.1 and Section 12.1 of the Declaration, so long as Declarant owns at least one (1) Lot from the date the Declaration is filed of record with the office the County or for a period of not less than twenty-five (25) years, the Declarant has the right to amend the Declaration for any reason without the consent or joinder of any other any party or without the need to call a meeting of the Association;

**WHEREAS**, the Declaration was recorded on December 11, 2020; as such, the twenty-five (25) year period is still in effect; and

**WHEREAS**, Lennar will enter into a transaction whereby Lennar will convey fee title to the Property to a landbank entity by the name of MILLROSE PROPERTIES TEXAS, LLC, a Texas limited liability company (the "Development Owner") and simultaneously, enter into a contract to purchase the Property from Development Owner over a period of time (the "Landbanking Transaction"); and

**WHEREAS**, the Declarant desires to execute and record this Amendment to update and clarify the impact of the Landbanking Transaction on the Property and the rights and obligations of Declarant with respect to the Property;

**NOW, THEREFORE**, pursuant to the power reserved in the Declaration, Declarant does hereby declare that all of the real property described in the Declaration, whether originally described therein or annexed thereto, including the improvements constructed or to be constructed thereon, is hereby subject to the terms of this Amendment and will be held, sold, transferred, conveyed, used, occupied, and mortgaged or otherwise encumbered subject to the covenants, conditions, restrictions, easements, assessments, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which will run with the title to, the real property hereby or hereafter made subject hereto, and will be binding on all persons having any right, title, or interest in all or any portion of the real property now or hereafter made subject hereto, their respective heirs, legal representatives, successors, successors-in-title, and assigns and will inure to the benefit of each and every owner of all or any portion thereof.

## **ARTICLE I** **Definitions**

All capitalized terms herein will have the meanings set forth in the Declaration, unless defined herein otherwise.

## **ARTICLE II** **Property Subject to the Declaration and this Amendment**

The real property which is, by the recording of the Declaration and this Amendment, subject to the covenants and restrictions set forth in the Declaration, and which, by the virtue of the recording of this Amendment, will be held, transferred, sold, conveyed, used, occupied and mortgaged or otherwise encumbered subject to this Amendment is all of the real property in the Property, being the real property described in the Declaration and any annexations thereto.

## **ARTICLE III** **Amendments**

Pursuant to Section 7.1 and Section 12.1 of the Declaration, the Declaration may be amended by the Declarant, without the consent or joinder of any party. The Declarant hereby amends the Declaration as follows:

1. **Defined Terms.** The definition of "Development Owner" in Section 1.1(aa) is hereby added to the Declaration as follows:

(aa) **"Development Owner"** means MILLROSE PROPERTIES TEXAS, LLC, a Texas limited liability company, and its affiliates and designated successors and/or assigns.

2. **Working Capital/Acquisition Assessment.** The second to last sentence in Section 10.4 is hereby deleted in its entirety and replaced with the following:

Notwithstanding anything to the contrary contained in this Section 10.4, transfer fees and fees for the issuance of a Resale Certificate in connection with each Lot sale or transfer to any Builder or Development Owner, the Builder or Development Owner shall pay a base rate of One Hundred Twenty-Five and NO/100 Dollars (\$125.00) per Lot sale/transfer in addition to any Assessment and other transfer fees owed or to be collected.

Any capitalized terms used and not otherwise defined herein will have the meanings set forth in the Declaration. Unless expressly amended by this Amendment, all other terms and provisions of the Declaration remain in full force and effect as written, and are hereby ratified and confirmed. This Amendment will control in the event of any conflict. This Amendment is intended to comply with, and does comply with Section 7.1 and Section 12.1 of the Declaration and Declarant, by execution and recordation of this Amendment, has amended the Declaration as set forth herein. All real property will be developed, held, used, sold and conveyed in accordance with and subject to the provisions of the Declaration as amended.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the undersigned, being the Declarant, has hereunto set its hand to this Amendment this 14<sup>th</sup> day of January, 2025.

**Declarant:**

CADG HURRICANE CREEK, LLC  
a Texas limited liability company

By: CADG HOLDINGS, LLC,  
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

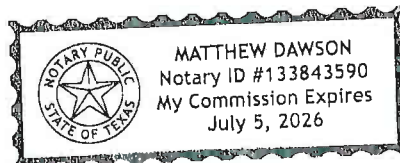
By: [Signature]  
Name: Meherzed Monyedi  
Title: Manager

STATE OF Texas §  
  §  
COUNTY OF Dallas §

This instrument was acknowledged before me on this 14<sup>th</sup> day of January, 2025, by Meherzed Monyedi, Manager of 2M VENTURES, LLC, a Delaware limited liability company, Manager of MMM VENTURES, LLC, a Texas limited liability company, Manager of CADG HOLDINGS, LLC, a Texas limited liability company, Sole Managing Member of CADG HURRICANE CREEK, LLC, a Texas limited liability company, on behalf of said entities.

(SEAL)

[Signature]  
Notary Public Signature



The undersigned, being the fee title owner of a portion of the Property, executes this instrument solely for the purpose of evidencing its consent to the terms and provisions hereof.

**Lennar:**

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

By: U.S. Home, LLC, a Delaware limited liability company (as successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation), its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS           §  
                                      §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, \_\_\_\_\_ of U.S. Home, LLC, a Delaware limited liability company (as successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation), as general partner of Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, on behalf of said entities.

\_\_\_\_\_  
Notary Public, State of Texas