



AFTER RECORDING RETURN TO:  
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AUSTIN, TEXAS 78701  
EMAIL: [KSTOTTS@WINSTEAD.COM](mailto:KSTOTTS@WINSTEAD.COM)

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
CARTWRIGHT RANCH HOMEOWNERS  
ASSOCIATION, INC.  
[KAUFMAN COUNTY, TEXAS]**

**DECLARANT: MM CARTWRIGHT RANCH, LLC, a Texas limited liability company**

Cross-reference to Declaration of Covenants, Conditions and Restrictions for Cartwright Ranch Homeowners Association, Inc. recorded under Document No. 2023-0024773 in the Official Public Records of Kaufman County, Texas, as amended or supplemented from time to time.

**SECOND AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
CARTWRIGHT RANCH HOMEOWNERS ASSOCIATION, INC.**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Cartwright Ranch Homeowners Association, Inc. (this "**Amendment**") is made by **MM CARTWRIGHT RANCH, LLC**, a Texas limited liability company ("**Declarant**"), and is as follows:

**RECITALS:**

**A.** Declarant previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Cartwright Ranch Homeowners Association, Inc., recorded under Document No. 2023-0024773, Official Public Records of Kaufman County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Cartwright Ranch Homeowners Association, Inc., recorded under Document No. 2024-0017100, Official Public Records of Kaufman County, Texas as amended or supplemented from time to time (the "**Declaration**").

**B.** Pursuant to *Appendix B, Section B.3.4* of the Declaration, the Declaration may be amended during the Development Period, by Declarant without consent of the Board, other Owners or mortgagee, or Members for any purpose provided the amendment has no material adverse effect on any right of any Owner.

**C.** The Development Period is defined as that certain twenty-five (25) year period beginning the date the Declaration is recorded. The Declaration was recorded on August 21, 2023 and Declarant has not terminated the Development Period. Thus, the Development Period is still in effect.

**D.** Declarant desires to amend the Declaration as set forth hereinbelow.

**NOW THEREFORE**, Declarant hereby amends and modifies the Declaration as follows:

**1.** *Article 1* is hereby amended to add *Section 1.35 "Development Owner"* to the Declaration as if originally a part thereof:

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

**2.** The first sentence of *Section 7.12 HOME RESALES* is hereby deleted in its entirety and replaced with the following:

This Section applies to every sale or conveyance of a Lot or an interest in a Lot by an Owner other than Declarant or Development Owner:

3. The last sentence of the first paragraph of *Appendix B, Section B.5* is hereby deleted in its entirety and replaced with the following:

When a Builder sells a Lot or Residence, a Working Capital Fee shall be paid, except when a Lot is sold to Development Owner. If Development Owner sells a Lot to a Builder, such transaction is exempt from payment of a Working Capital Fee.

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 *Appendix B, Section B.3.4* 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 PAGES FOLLOW]

Executed to be effective on the date this instrument is recorded.

**DECLARANT:**

**MM CARTWRIGHT RANCH, 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

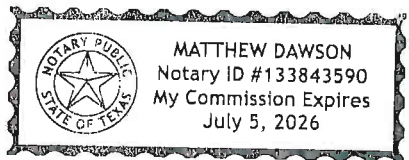
By: *Mehrdad Moayed*  
Printed Name: Mehrdad Moayed  
Title: Manager

STATE OF TEXAS                    §  
   §  
COUNTY OF Dallas                    §

This instrument was acknowledged before me this 14<sup>th</sup> day of January, 20  , by Mehrdad Moayed, Manager of 2M Ventures, LLC, a Delaware limited liability company, the manager of MMM Ventures, LLC, a Texas limited liability company, the manager of MM CARTWRIGHT RANCH, LLC, a Texas limited liability company, on behalf of said entities.

(SEAL)

*Matthew Dawson*  
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