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After recording, return to:

Sutton Fields Homeowner's Association, Inc.
c/o Essex Association Management
Attention: Ron Corcoran
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF DENTON §

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SUTTON FIELDS**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUTTON FIELDS (this "Amendment") is made and entered by CTMGT SUTTON FIELDS, LLC, a Texas limited liability company (the "Declarant"), as of the _____ day of _____, 2017.

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. 77463, in the Official Public Records of Denton County, Texas (the "Declaration");

WHEREAS, the Declaration affects all of the real property and improvements located within that certain 112.886 acre tract of land described as the "Property" in the Declaration (the "Property");

WHEREAS, Declarant owns at least one (1) Lot within the Property, and thereby, and in accordance with Declarant's rights under the Declaration (including, without limitation, Section 12.1 and Section 7.1 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, 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 2.3 is hereby modified and amended to read in its entirety as follows:

“2.3 Garage Required. Each residence shall have an enclosed garage including space for at least two (2) vehicles located behind the front yard building setback line and otherwise conforming to the requirements set forth in the Design Guidelines. The garage shall conform in design and materials or color with the main structure and may not be used as a living quarters at any time or for the purpose of conducting business of any kind; provided, however, Declarant shall have the right to use or permit the use of the garage as a sales office in residence(s) from which Declarant or such Builder markets and conducts sales of residences in the Subdivision, provided that the Declarant or applicable Builder shall restore the garage of such residence(s) to the original specifications thereof prior to sale of such residence(s) to an end-use occupant homebuyer. All garages constructed within sixty foot (60') wide and fifty foot (50') wide Lots in the Subdivision shall face the street, and garages for seventy foot (70') wide Lots in the Subdivision may either face the street or use swing-in driveways. Garage doors may be metal, composite or wood construction, unless otherwise approved by the ACC prior to installation.”

(b) Notwithstanding anything to the contrary contained in Section 8.2 of the Declaration, the Class B Member shall have twenty-five (25) votes for each Lot owned by such Class B Member (Declarant being the sole Class B Member) until (i) such time as 99% of the maximum number of Lots planned or approved for the Property have been conveyed to Class A Members other than Builders who purchase Lots for development and sale, if the maximum number of Lots planned or approved for the Property is known), and otherwise, (ii) such time as the Declarant Control Period (as defined in Exhibit B hereof) has expired.

(c) The first sentence of Section 10.04 is hereby modified and amended to read in its entirety as follows:

“At any time record title is transferred to an Owner (excluding Declarant, a Successor Declarant, Declarant-affiliate or any Builder), a Working Capital / Acquisition Assessment shall be paid to the Association by such Owner at Closing in the amount of Two Hundred Fifty and No/100 Dollars (\$250.00) for each Lot acquired; it being understood that neither Declarant nor any Builder shall be liable for any Working Capital /Acquisition Assessment hereunder.”

(d) All references to “Reviewer” or “Architectural Reviewer” in the Declaration shall mean and refer to the Architectural Control Committee, or ACC.

(e) Section 2.4, Section 2.6 and Section 2.8.1 of the Design Guidelines attached as Exhibit B to the Declaration are hereby modified and amended to read in their entity as set forth on Schedule 1 hereof.

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:

CTMGT 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 Moayedi
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of September, 2017, by Mehrdad Moayedi, 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 CTMGT Sutton Fields, LLC, a Texas limited liability company on behalf of said company, and in the capacity herein stated.

Notary Public, State of Texas

SCHEDULE 1

AMENDMENTS TO DESIGN GUIDELINES

Section 2.4 of the Design Guidelines attached as Exhibit B to the Declaration are hereby modified and amended to read in their entirety as follows:

“SECTION 2.4 EXTERIOR WALLS

“2.4.1 Exterior Wall Materials: Exterior walls shall be a minimum of seventy-five percent (75%) brick and exterior grade siding materials. Brick, stone, glass, certified cementitious fiberboard (Hardiplank) are permitted as a primary construction material within the Property, and may be used around the sides of architectural accents such as gabled, shed, eyebrow, hipped and/or segmented dormer windows; provided, however cementitious fiberboard (Hardiplank) may not exceed 5% of any wall elevation, and wood used as architectural accent may not exceed 5% of exterior surface of any building facade. Any residential dwellings siding or backing collectors, major roads, parks, open spaces and/or amenity centers shall be one hundred percent (100%) brick. Any residential dwellings facing any public street shall be one hundred percent (100%) brick or other masonry materials. Stucco paneling and manufactured stone veneer panels are expressly prohibited and shall in no event be permitted exterior materials hereunder.

“2.4.1.1 First Floor: The first floor of each residential dwelling shall consist of 100% masonry materials and cementitious fiber board may only constitute 50% of stories other than the first story. However, cementitious fiber board may not be used as a façade cladding material for portions of upper stories that are in the same vertical plane as the first story.

“2.4.1.2 Front Walls: All front wall surfaces shall be at one hundred percent (100%) masonry, except siding may be used for hidden or concealed wall surfaces not directly visible from the Lot front property line. Siding can be used in limited quantities for upper gable areas that would create a "brick-on-wood" condition; this provision is for special conditions only and is not intended to reduce the essential 100% masonry requirement for the front wall areas and for homes located where facing, siding, or backing collectors, major roads, open spaces and amenity centers. Approval of the use of this provision is at the sole discretion of the ACC and the City of Celina.

“2.4.1.3 Side Walls: Side wall surfaces may be constructed using a mix of exterior grade siding and brick to comply with the minimum seventy-five percent (75%) overall masonry requirement and the requirements of Section 2.4.1.1 above.

“2.4.1.4 Rear Walls: Rear wall surfaces may be constructed using a mix of exterior grade siding and brick to comply with the minimum seventy-five percent (75%) overall masonry requirement and the requirements of Section 2.4.1.1 above.

“2.4.1.5 Chimneys: Chimney wall structures that are a direct extension of an exterior wall shall match the requirement of said wall.

“2.4.1.6 Calculation of Masonry Percentages. Required masonry percentages shall be calculated excluding exterior wall areas built on top of a roof.”

Section 2.6 of the Design Guidelines attached as Exhibit B to the Declaration is hereby modified and amended to read in its entirety as follows:

“SECTION 2.6 GARAGE

“2.6.1 Garage Doors: Garage doors may be metal, composite or wood construction, unless otherwise approved by the ACC prior to installation. Garage doors must be kept in good repair at all times and should remain closed when not in use. Garages may not be used for living quarters or for conducting business of any kind except as otherwise expressly permitted by Section 2.3 of the Declaration.”

Section 2.8.1 of the Design Guidelines attached as Exhibit B to the Declaration is hereby modified and amended to read in its entirety as follows:

“2.8.1 Plan and Elevation Repetition:

“2.8.1.1 Same Plan, Same Elevation: The repeat of the same floor plan with the same elevation design shall be governed by the following provisions: Dwelling units using the same floor plan and same elevation shall be separated by a minimum of three (3) Lots; and

“2.8.1.2 Same Plan, Different Elevation: The repeat of the same floor plan with different elevation designs shall be governed by the following provisions: Dwelling units using the same floor plan and different elevation shall be separated by a minimum of two (2) Lots.

“2.8.1.3 Street Separation: The street right-of-way serves as the equivalent of one (1) Lot for purposes of calculating requirements under Sections 2.8.1.1 and 2.8.1.2 above.”