



AFTER RECORDING RETURN TO:  
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**FOURTH AMENDMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**WALDEN POND  
[KAUFMAN COUNTY, TEXAS]**

DECLARANT: MM WALDEN POND, LLC, a Texas limited liability company

Cross-reference to Declaration of Covenants, Conditions and Restrictions for Walden Pond, recorded under Document No. 2023-004883 in the Official Public Records of Kaufman County, Texas, as amended or supplemented from time to time.

**FOURTH AMENDMENT TO DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
WALDEN POND**

This Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Pond (this "**Amendment**") is made by **MM WALDEN POND, 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 Walden Pond, recorded under Document No. 2023-004883, Official Public Records of Kaufman County, Texas, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Pond, recorded under Document No. 2023-0017246, Official Public Records of Kaufman County, Texas, as amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Pond, recorded under Document No. 2023-0033040, Official Public Records of Kaufman County, Texas, and as amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Walden Pond, recorded under Document No. 2023-0034448, 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. **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 their consent to subject the Property to the terms and provisions of the Declaration.

D. By terms of said Declaration, the Property was placed within the jurisdiction of the Walden Pond Residential Homeowners' Association, Inc. (the "**Association**").

E. The Development Period is defined as that period commencing on the date of recordation of the Declaration, and ending on the date that is the earlier of (i) fifty (50) years after the date this Declaration is recorded, or (ii) the date on which Declarant records a written notice of termination of the Development Period. The Declaration was recorded on February 27, 2023 and Declarant has not terminated the Development Period. Thus, the Development Period is still in effect.

F. Declarant desires to amend the Declaration as set forth hereinbelow.

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

1. A new *Section 1.27* is hereby added to the Declaration as follows:

1.27. "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 8.12* 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, a Builder, or Development Owner:

3. The third to last sentence of *Appendix B, Section B.5(a)* is hereby deleted in its entirety and replaced with the following:

No Working Capital Contributions will be collected on the closing of the sale of a Lot to a Builder, a Declarant, a Successor Declarant, Declarant-affiliate, or Development Owner.

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 WALDEN POND, 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

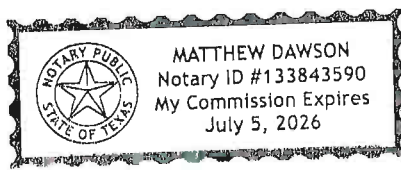
By: *Mehrdad Moayed*  
Printed Name: Mehrdad Moayed  
Title: Manager

STATE OF TEXAS                   §  
                                                  §  
COUNTY OF Dallas                   §

This instrument was acknowledged before me this 14<sup>th</sup> day of January, 2025, 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 WALDEN POND, 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