

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THUNDER ROCK RESIDENTIAL COMMUNITY

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THUNDER ROCK RESIDENTIAL COMMUNITY (this "**Amendment**") is made and entered by MM Marble Falls 1070, LLC, a Texas limited liability company, a Texas limited liability company (the "**Declarant**"), as of the 21st day of February, 2024.

WHEREAS, on October 28, 2022, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Thunder Rock Residential Community, recorded on November 1, 2022, as Document No. 202215464, of the Official Public Records of Burnet County, Texas, as amended and modified by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Thunder Rock Residential Community dated November 1, 2022 and recorded on November 2, 2022, as Document No. 202215517 of the Official Public Records of Burnet County, Texas, as further modified and amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Thunder Rock Residential Community, recorded on May 19, 2023, as Document No. 202304778 of the Official Public Records of Burnet County, Texas, and as further modified and amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Thunder Rock Residential Community, recorded on October 19, 2023, as Document No. 202310573 of the Official Public Records of Burnet County, Texas (as modified and amended, the "**Declaration**");

WHEREAS, in accordance with the terms of the Declaration, including, without limitation, Section 16.3 and Section B.3.4 of **Appendix B** of the Declaration, as Declarant during the Development Period, the Declarant may, without joinder of the other Owners or mortgagee, amend the Declaration or other Documents as more specifically set forth therein;

WHEREAS, as of the date hereof, the Development Period has not yet expired;

WHEREAS, the Declarant desires to amend the Declaration as more specifically set forth in this Amendment.

NOW, THEREFORE, the Declarant does hereby amend and modify 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 7.7 of the Declaration is hereby modified and amended to read in its entirety as follows:

“7.7 ANNOYANCE; NUISANCE. No Lot or Common Area may be used in any way that: (1) may reasonably be considered annoying to neighbors; (2) may be calculated to reduce the desirability of the Property as a residential neighborhood; (3) may endanger the health or safety of Residents of other Lots; (4) may result in the cancellation of insurance on the Property; or (5) violates any law or Governmental Requirement. Furthermore, no Owner or Resident may make verbal or physical threats against any member of the Board, any managing agent for the Association, or their inspectors, agents, representatives or employees. The Board has the sole authority to determine what constitutes an annoyance, nuisance or threat. Any violation of this Section 7.7 shall be an immediate violation offense subject to fines, amenity privileges suspended, or other consequences as set forth in this Declaration or the Rules.”

(b) Section 7.8 of the Declaration is hereby modified and amended to read in its entirety as follows:

“7.8 APPEARANCE. Both the Lot and the Residence must be maintained in a manner so as not to be unsightly when viewed from the Street or neighboring Lots or Common Areas. During the initial construction of a Residence on a Lot by Builder or any subsequent construction by Owner, the Builder or Owner (as the case may be) must keep and maintain the Lot during construction of the Residence or other improvements thereon free of trash and debris, and keep the Streets, alleys and other rights-of-way within the Subdivision clean and free of hazardous debris related to such construction activity on such Builder’s or Owner’s Lot, failing which the constructing Builder or Owner shall be subject to a fine in an amount of at least \$1,000 and up to \$3,000.00 per occurrence of any act of non-compliance. The Architectural Reviewer is the arbitrator of acceptable appearance standards of Lots and Residences, and acceptable cleanliness and debris management standards applicable to Lots, Residences, Streets, alleys or other rights-of-way in connection with construction activities on a Lot.”

(c) Section 7.25 of the Declaration is hereby modified and amended to read in its entirety as follows:

“7.25 OCCUPANCY - NUMBERS. The Board may adopt Rules regarding the occupancy of Residences. If the Rules fail to establish occupancy standards, no more than one person per bedroom may occupy a Residence, subject to the exception for familial status. The Association’s occupancy standard for Residents who qualify for familial status protection under the fair housing laws may not be more restrictive than the minimum (i.e., the fewest people per Residence) permitted by the U. S. Department of Housing and Urban Development. Other than the living area of the Residence, no thing or structure on a Lot, such as the garage, may be occupied as a residence or business at any time by any person.”

(d) Section 9.4.5 of the Declaration is hereby modified and amended to read in its entirety as follows:

“9.4.5 Deficiency Assessments. The Board may levy a Deficiency Assessment against all Lots for the purpose of defraying, in whole or in part, the cost of repair or restoration if insurance proceeds or condemnation awards prove insufficient or to fund any shortfall between Assessments collected by the Association and Association’s Common Expenses. The Declarant shall not be responsible or liable for any deficit in the Association’s funds or any Deficiency Assessments. The Declarant may, but is under no obligation to, subsidize any liabilities incurred by the Association, and the Declarant may, but is not obligated to, lend funds to the Association to enable it to defray its expenses, provided the terms of such loans are on reasonable market conditions at the time.”

(e) Section 11.4 COST OF COLLECTON is hereby modified and amended to provide that All fees and other charges of the managing agent shall be pursuant to the then current contract between the managing agent and the Association, and the Association through its Board may establish its own fees and charges.

(f) Section 12.2.4 Self Help is hereby modified and amended to provide that any action by the Association to exercise its self-help rights under the Declaration shall be subject to any open meeting requirements applicable to the Board under applicable laws with respect to such violation and enforcement action.

(g) Section 13.4.4 Owner’s Obligation to Repair is hereby modified and amended to add at the end of such Section the following: “In the event of conflict or disagreement between Owners regarding fencing constructed or installed on a common boundary between two or more Owners, the Association has no liability or responsibility for resolving such conflict or disagreement and Owners.”

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:

MM Marble Falls 1070, 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:
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

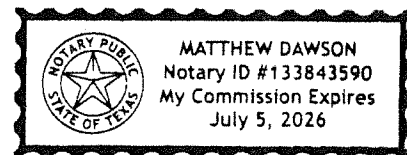
BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moavedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Marble Falls 1070, LLC, a Texas limited liability company, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for the purposes and consideration therein expressed, and as the act and deed of said limited liability company and in the capacity therein stated

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 21st day of February, 2024.

Notary Public in and for the State of Texas

[SEAL]

AFTER RECORDING, RETURN TO:
Thunder Rock Residential Homeowners Association, Inc.
c/o Essex Association Management, LP
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006



**THE STATE OF TEXAS
COUNTY OF BURNET**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Burnet County, Texas.

202402133 AMD
03/04/2024 10:54:44 AM Total Fees: \$37.00

Vicinta Stafford, County Clerk
Burnet County, Texas

Vicinta Stafford

