

Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2023-0006978

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STATE OF TEXAS
COUNTY OF KAUFMAN

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Official Public Records of Kaufman County, Texas.

Laura A. Hughes

Laura Hughes, County Clerk

Recorded By: Reece Tanksley, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Record and Return To:

SILVER STAR TITLE, LLC DBA SENDERA TITLE
1409 SUMMIT AVENUE
FORT WORTH, TX 76102



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.

After recording, return to:
Polo Ridge Property Owners Association, Inc.
c/o Essex Association Management, LP
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

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

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POLO RIDGE

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POLO RIDGE (this "**Amendment**") is made and entered by BDMR DEVELOPMENT, LLC, a Texas limited liability company (the "**Declarant**"), as of the 15 day of March, 2023.

WHEREAS, effective as of January 11, 2023, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Polo Ridge, recorded on January 13, 2023, as Document No. 2023-0001230, and Volume 7950, Page 323 of the Official Public Records of Kaufman County, Texas (the "**Declaration**");

WHEREAS, in accordance with the terms of the Declaration, including, without limitation, Section 15.2, Section 15.4 and Section B.3.9 of **Appendix B** of the Declaration, as owner and holder of at least sixty-seven percent (67%) of the votes of all Members of the Association and as Declarant during the Development Period, the Declarant may, without joinder of the other Owners or mortgagee, amend the Declaration or other Documents, which include the Design Guidelines attached as **Appendix C** to the Declaration, for any purpose by written consent evidenced in this Amendment;

WHEREAS, as of the date hereof, the Declarant holds at least sixty-seven percent (67%) of the votes of all Members of the Association and 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. Declarant desires to modify and amend, and does hereby modify and amend the Declaration as follows:

(a) Section 6.20.1 is hereby modified and amended to read in its entirety as follows:

“6.20.1. Houses. The principal improvement on a Single Family Lot must be one detached Single Family dwelling. The dwelling size, setbacks, and exterior materials must comply with the applicable ordinances, the Design Guidelines, and with any higher standards established by the Architectural Reviewer. Exterior lighting installed or located on any residence or dwelling or otherwise on a Lot must be white (other than seasonal holiday lighting expressly permitted under the terms of this Declaration or the Documents). No garish or unsightly color schemes will be permitted on any Single-Family Lot.”

(b) Section 6.20.5 is hereby modified and amended to read in its entirety as follows:

“6.20.5. Garage & Driveway. Each dwelling must have an attached garage for at least two standard size cars. If the Lot has alley access, the garage must be a rear or side entry using the alley for access. The driveway must be surfaced with concrete. Garage setbacks and orientation of garage doors with respect to a Residence and Lot shall be in accordance with Applicable Zoning requirements.”

(c) The first sentence of Section 2.1.1 of Part Two the Design Guidelines attached as Appendix D of the Declaration is hereby modified and amended to read in its entirety as follows:

“The minimum square footage of air conditioned living space of a residence shall be 2,500 square feet for 60’ Lots, 2,500 square feet for 80’ Lots and 100’ Lots, and 3,200 square feet for Acre Lots and otherwise conform to the applicable city requirements, Applicable Zoning, and the Plat.”

(d) The table included in Section 2.1.2 of Part Two the Design Guidelines attached as Appendix D of the Declaration is hereby modified and amended to read in its entirety as follows:

<u>Lot Type</u>	<u>Minimum Requirements</u>
ETJ-1A (One Acre Lots)	i. Lot width min – 150’x200’

	<ul style="list-style-type: none"> ii. Front Setback – 50’ (but 100’ for front yard measured from FM 2757) iii. Exterior Side setback – 30’ iv. Interior Side Setback – 15’ v. Rear setback – 50’
ETJ-100	<ul style="list-style-type: none"> i. Lot width min – 100’x120’ ii. Front Setback – minimum 25’ iii. Exterior Side setback – 30’ iv. Interior Side Setback – 10’ v. Rear setback – minimum 15’
ETJ-80	<ul style="list-style-type: none"> i. Lot width min – 80’x110’ ii. Front Setback – 20’ iii. Exterior Side setback – 15’ iv. Interior Side Setback – 5’ v. Rear setback – 15’
ETJ-60	<ul style="list-style-type: none"> i. Lot width min – 60’x110’ ii. Front Setback – 20’ iii. Exterior Side setback – 10’ iv. Interior Side Setback – 5’ v. Rear setback – 15’

(e) The first paragraph of Section 6.20.9 is hereby modified and amended to read in its entirety as follows:

“This Section is subject to the Architectural Reviewer’s right to adopt additional or different specifications for construction or reconstruction of fences. No portion of any fence shall exceed six feet (6’) in height , unless otherwise expressly permitted by the Declaration, the Design Guidelines or Applicable Zoning. Fences must be made of masonry, wood, wrought iron or ornamental metal, or other Architectural Reviewer approved material. Any portion of a fence that faces a street or alley must have a "finished side" appearance so that all structural members and posts will be on the side of the fence away from the street or alley so that they are not visible from any public right of way. Retaining walls must be constructed entirely with Architectural Reviewer approved materials, however railroad ties may not be used for a retaining wall visible from a street. Except as otherwise permitted by applicable law and subject to the terms of this Declaration and the Design Guidelines, fences may not be constructed between a dwelling’s front building line and the street and no wood fence or masonry wall shall be permitted to extend nearer to any street than the front of the Residence on a Lot.. The use of chain link fencing or plastic fencing is prohibited, except during the construction process and then only with the prior written consent of the Declarant. Lot Type ETJ-1A that have boundary along the public right-of-way known as “FM 2757” may only use

wrought-iron or powder coated tubular steel with a minimum height of six feet (6') and a maximum height of eight feet (8') between the building line of any structure on such Lot and FM 2757. No fence or screenwall may obstruct flow along a drainage way."

(f) Section 2.3.2 of Appendix D of the Declaration is hereby modified and amended to read in its entirety as follows:

"2.3.2 Fences Facing Street (front or side): All fencing at the front or side of such Lots that are facing a street or alley, unless otherwise required or permitted under Applicable Zoning, the Declaration or these Design Guidelines, shall be no less than six feet (6') in height from grade, and shall be constructed of cedar with steel posts. Posts must not be visible on any fence facing the street. Fence shall be board-on-board, planks shall be at least 5/8" thick and maintain at least one inch (1") gap between the ground and wood to prevent rotting or decay with a top cap and trim. Vertical posts spacing should be no more than eight feet (8') on center or less and set in concrete post footings of a minimum of 24" deep for six foot (6') high fences. Refer to Exhibit Attachment 2.3.2 below for a diagram."

(g) Section 2.3.3 of Appendix D of the Declaration is hereby modified and amended to additionally provide that a decreased fence standard for interior side and rear yard fences than as stated in Section 2.3.3 of Appendix D of the Declaration may be permitted with prior written approval of the Architectural Reviewer.

(h) Section 2.3.4 of Appendix D of the Declaration is hereby modified and amended to read in its entirety as follows:

"2.3.4 Fences Adjacent to Common Areas: All fencing on such Lots that are facing a Common Areas or Open Spaces shall be ornamental metal, tubular steel, or wrought iron painted black, which fencing shall met the requirements of the City. The maximum fence height is six feet (6'), except as otherwise expressly permitted by the terms of the Declaration or Applicable Zoning. Refer to Exhibit Attachment 2.3.4 below for a diagram. All fences along a Common Area or Open Space boundary shall be consistent; no variation of design shall be permitted. Fence areas shall be unobstructed by screening or other materials unless specifically approved by the Association."

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:

BDMR DEVELOPMENT, LLC,
a Texas limited liability company

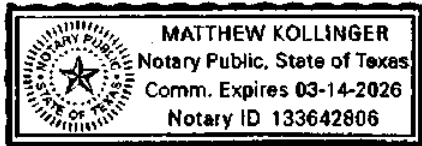
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

By: 2M Ventures, LLC,
a Delaware limited liability company
its Manager

By: *Mehrdad Moayedi*
Name: Mehrdad Moayedi
Its: Manager

THE STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 16th day of MARCH 2023 by Mehrdad Moayedi, the Manager of 2M Ventures, LLC, a Delaware limited liability company, the Manager of MMM Ventures, LLC, a Texas limited liability company, the Manager of BDMR DEVELOPMENT, LLC, a Texas limited liability company, on behalf of the such limited liability company(ies) and in the capacity herein stated.



M. Kollinger
Notary Public, The State of Texas