

Kaufman County
Laura Hughes
County Clerk

Instrument Number: 2023-0008116

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FILED AND RECORDED – REAL RECORDS	CLERKS COMMENTS
<p>On: 03/28/2023 at 10:42 AM</p> <p>Document Number: <u>2023-0008116</u></p> <p>Receipt No: <u>23-7679</u></p> <p>Amount: \$ <u>38.00</u></p> <p>Vol/Pg: <u>V:8025 P:98</u></p>	<p>E-RECORDING</p>



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: Ashley Kirby, 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 §

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

THIS SECOND 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 27 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, as modified and amended by that certain Amendment to Declaration of Covenants, Conditions and Restrictions for Polo Ridge dated March 15, 2023 and recorded on March 16, 2023, as Document No. 2023-0006978, and Volume 8013, Page 186 of the Official Public Records of Kaufman County, Texas (as modified and amended, 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 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) Article 7 is hereby modified and amended to add a new Section 7.12 as follows:

“7.12 Operating Reserve Fund Contribution. At time of transfer of a Lot by any Owner (other than by Declarant), an “**Operating Reserve Fund Contribution**” (herein so called) shall be paid to the Association in the amount of (i) Five Hundred and NO/100 Dollars (\$500.00) for a transfer of a Lot by any Builder, and (ii) Nine Hundred and NO/100 Dollars (\$900.00) for a transfer of a Lot by any non-Builder Owner, as may be increased annually by action of the Board by an additional amount equal to up to twenty-five percent (25%) of the amount Operating Reserve Fund Contribution levied on each Lot transfer in the prior calendar year without joinder or consent of any other Owner or Member. Operating Reserve Fund Contributions shall be deposited in the Association’s “**Operating Reserve Fund**” (herein so called). The Operating Reserve Fund Contribution may be paid by the seller or buyer, and will be collected at closing of the transfer of a Lot, provided in no event shall any Operating Reserve Fund Contribution be due or owing in connection with a transfer by Declarant. If the Operating Reserve Fund Contribution is not collected at a closing, the buyer remains liable to the Association for the Operating Reserve Fund Contribution until paid. The Operating Reserve Fund Contribution is not refundable and may not be regarded as a prepayment of or credit against Annual Assessments or Special Assessments. *The Association shall have the unrestricted right to the use of funds allocated to the Operating Reserve Fund for any and all costs and expenses of the Association, including, without limitation, (i) operating and/or administrative expenses of the Association, (ii) costs and expenses for the maintenance and upkeep of any area of the grounds or Common Areas, or (iii) costs and expenses for any portion of the development, at any time and from time to time.* Declarant may but, shall have no obligation, to establish or subsidize an Operating Reserve Fund for the Association.”

(b) Section 8.5 is hereby modified and amended to read in its entirety as follows:

“8.5 BASIS & RATE OF ASSESSMENTS. The basis for calculating each Lot's liability for Common Expenses is provided in Article 4 of this Declaration. Notwithstanding anything that may be contained in this

Declaration to the contrary, a Lot that is owned by Declarant during the Development Period is eligible for the assessment exemption in Appendix B. Also, as provided in Section B.2.4. of Appendix B, during the Declarant Control Period only, Declarant has the right but not the duty to reduce the assessment obligation of a Builder, provided the agreement is in writing.”

(c) Section B.2.5 of Appendix B of the Declaration is hereby modified and amended to read in its entirety as follows:

“B.2.5. Builder Assessments. During the Declarant Control Period only, Declarant has the right but not the duty to reduce the assessment obligation of a Builder, provided the agreement is in writing. Absent any reduction granted by Declarant in writing for the benefit of a Builder, each Builder shall pay and be liable for all Assessments and other fees charged by the Association in the same manner as any Owner.”

(d) Section B.2.6 of Appendix B of the Declaration is hereby deleted in its entirety.

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

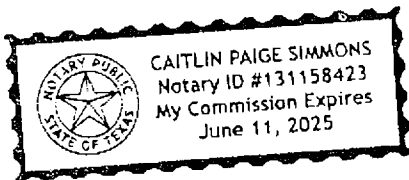
By: MMM Ventures, LLC,
a Texas limited liability company
Its Manager

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

By: *Mehrdad Moayed*
Name: Mehrdad Moayed
Its: Manager

THE STATE OF TEXAS ' '
' '
COUNTY OF DALLAS ' '

This instrument was acknowledged before me on the 27 day of March, 2023 by Mehrdad Moayed, 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.



Caitlin Paige Simmons
Notary Public, The State of Texas