

Denton County
Juli Luke
County Clerk

Instrument Number: 124377

ERecordings-RP

AMENDMENT

Recorded On: July 12, 2021 09:01 AM

Number of Pages: 7

" Examined and Charged as Follows: "

Total Recording: \$50.00

***** THIS PAGE IS PART OF THE INSTRUMENT *****

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.

File Information:

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Recorded Date/Time: July 12, 2021 09:01 AM
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STATE OF TEXAS
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke
County Clerk
Denton County, TX

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AFTER RECORDING, RETURN TO:
Winn Ridge Homeowners Association, Inc.
c/o Essex Association Management, L.P.
1512 Crescent Drive, Suite 112
Carrollton, Texas 75006

STATE OF TEXAS §
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COUNTY OF DENTON §

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINN RIDGE
(ETJ of the City of Aubrey, Denton County, Texas)

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINN RIDGE (this "Amendment") is made and entered into as of June 3, 2021 (the "Effective Date"), by CADG COMMANCHE 248, LLC, a Texas limited liability company ("Declarant"), with joinder of KB Home Lone Star Inc., a Texas corporation ("KB Home") and Pulte Homes of Texas, L.P., a Texas limited partnership ("Pulte").

PRELIMINARY STATEMENTS

A. Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Winn Ridge, dated and recorded on June 30, 2017, as Instrument/Document No. 79168 in the Official Public Records of Denton County, Texas, as modified, amended and supplemented by that certain Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for Winn Ridge dated February 25, 2019, recorded on February 26, 2019 as Instrument No. 19997, in the Official Public Records of Denton County, Texas (as modified, amended and supplemented, the "Declaration").

B. The Declaration affects that certain real property as further described in the Declaration as the "Property" (the "Property")

C. The Development Period (as defined in the Declaration) is still in effect.

D. In accordance with the terms of the Declaration, including, without limitation, Section 3.4 and Section 7.1 thereof, during the Development Period, the Declarant, as "Reviewer," may amend the Design Guidelines and the declarant may amend the Declaration at its sole discretion and without a vote or the consent of any other party, modify, amend the Declaration to, among other things, to correct technical, typographical or scrivener's errors in the Declaration.

E. KB Home and Pulte have executed this Amendment to the extent required under the Declaration to evidence their approval of the amendments, terms and provisions set forth in this Amendment.

F. The Declarant (with approval and joinder of KB Home and Pulte) desires to amend the Declaration and the Declarant, in its capacity as "Reviewer" under the Declaration desires to amend the design Guidelines, as set forth herein.

NOW, THEREFORE, Declarant (with approval and joinder of KB Home and Pulte, to the extent required under the Declaration) do hereby adopt this Amendment as follows:

1. Definitions. Unless otherwise defined in this Amendment, all capitalized words or terms used herein shall be defined and have the meaning set forth in the Declaration as modified and amended hereby.

2. Amendments to Declaration. (a) Section 2.10 of the Declaration is hereby modified and amended to add at the end of such Section the following:

"No synthetic turf of any kind is allowed in the front, back or side portions of any yard area of a Lot; provided, however, an Owner may request approval from the Reviewer to allow an Owner to install and locate synthetic turf in small portions of yard areas not visible from any Street that are used as dog runs or in other small yard areas not visible from any Street for limited purposes, which approval of the Reviewer must be in writing and may be withheld in the Reviewer's sole and absolute discretion."

(b) Section 5.1 of the Declaration is hereby modified and amended to add at the end of such Section the following:

"Any synthetic turf that is expressly permitted by the Reviewer to be installed and located within the yard areas not visible from any Street pursuant to Section 2.10 must be kept and continually maintained by the Owner of such Lot in good, neat and orderly condition and repair."

3. Amendment to Design Guidelines. (a) Section 1.1.1 of the Design Guidelines attached as Exhibit C to the Declaration is hereby modified and amended to read in its entirety as follows:

"1.1.1 Sod: Each residence shall have full sod installed for the entire front yard and a minimum of ten (10) feet back from the front wall face for each side yard, or to the side yard fence, whichever is greater. No synthetic turf of any kind is allowed in the front, back or side portions of any yard area of a Lot except as may be expressly approved in writing by the Reviewer in accordance with the terms of Section 2.10 of the Declaration."

(b) Section 1.2.3 of the Design Guidelines attached as Exhibit C to the Declaration is hereby modified and amended to read in its entirety as follows:

“1.2.3 Central Greenbelt, Open Spaces and Park Area Rear Yard Fences: All Lots having a rear lot boundary line that is shared with and/or adjacent to the Central Greenbelt, Open Spaces or Parks as defined in Exhibit Attachment 1.2.3.1, shall have black finished forty-eight inch (48”) high wrought iron or ornamental metal fences for the full width of rear lot boundary lines as detailed in Exhibit 1.2.3.2. All fences 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 amended by the terms and provisions of the Declaration are not amended, modified or supplemented, and the Declaration, as amended hereby and is hereby affected by and included in the Property affected by such Declaration as set forth herein.

4. Severability. Invalidation of anyone provision of this Second Amendment, by judgment or court order shall in no way affect any other provision of this Second 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 Second 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 Second Amendment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Second Amendment.

REMAINDER OF PAGE LEFT BLANK - SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed to be effective as of the Effective Date.

DECLARANT:

CADG COMANCHE 248, 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

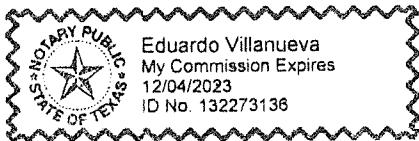
By: [Signature]
Name: Mehrdad Moayed
Its: Manager

STATE OF TEXAS §
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COUNTY OF Dallas §

Before me, Eduardo Villanueva, a Notary Public, on this day personally appeared Mehrdad Moayed, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of 2M Ventures, LLC, manager of MMM Ventures, LLC, Manager of CADG Holdings, LLC, the Sole Member of CADG Comanche 248, LLC, as its Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 6 day of July, 2021.

[SEAL]



[Signature]
Notary Public
Eduardo Villanueva
Printed name of Notary
My Commission Expires: _____

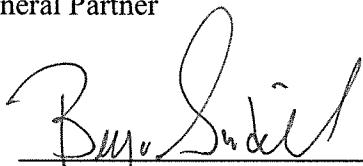
Signature Page

Second Amendment to Declaration of Covenants, Conditions and Restrictions for Winn Ridge

ACKNOWLEDGED AND APPROVED BY:
PULTE:

PULTE HOMES OF TEXAS, LTD.,
a Texas limited partnership

By: Pulte Nevada I LLC
a Delaware limited liability company
its General Partner

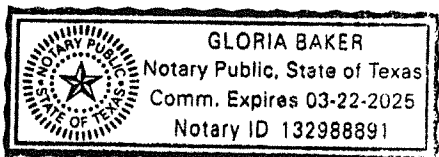
By: 
Bryan Swindell, Division President

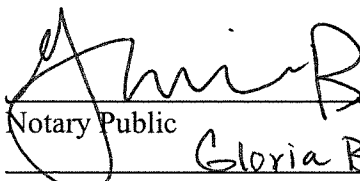
STATE OF TEXAS §
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COUNTY OF Dallas §

Before me, Gloria Baker, a Notary Public, on this day personally appeared Bryan Swindell, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the Division President of Pulte Nevada I LLC, a Delaware limited liability company, the General Partner of Pulte Homes of Texas, Ltd., a Texas limited partnership, for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14 day of June, 2021.

[SEAL]




Notary Public
Gloria Baker
Printed name of Notary
My Commission Expires: 3/22/25

**ACKNOWLEDGED AND APPROVED BY:
KB HOME:**

KB HOME LONE STAR INC.,
a Texas corporation

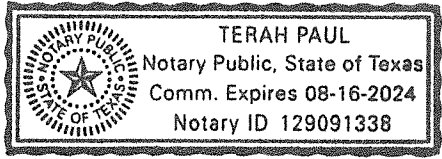
By: JF
Name: Jeff Ferguson
Title: Division President

STATE OF TEXAS §
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COUNTY OF COLA §

Before me, TERAH PAUL, a Notary Public, on this day personally appeared JEFF FERGUSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of KB Home Lone Star Inc., a Texas corporation, as its DIVISION PRESIDENT for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15 day of JUNE, 2021.

[SEAL]



Terah Paul
Notary Public
TERAH PAUL
Printed name of Notary
My Commission Expires: 8/16/24